



BID SPECIFICATIONS FOR RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL AND YARD WASTE COLLECTION AND COMPOSTING

BRISTOL TOWNSHIP, BUCKS COUNTY

Bid Questions must be received by	October 19, 2018	Bristol Township Municipal Building
Pre-Bid Conference	October 26, 2018	Municipal Building Auditorium
Bids Due	November 2, 2018	Municipal Building
Bids Opened	November 2, 2018	Municipal Building

William J. McCauley, III, Township Manager
Bristol Township
2501 Bath Road
Bristol, PA 19007

October 5, 2018

NOTICE TO BIDDERS

Notice is hereby given that sealed proposals addressed to William J. McCauley, III, Township Manager will be received at the Bristol Township Municipal Building, 2501 Bath Road, Bristol PA 19007 until 10:00am on November 2, 2018. No bid will be accepted after such date and time, and any bids received after such date and time will be returned unopened to the bidder. The sealed bids will be publicly opened and read aloud in the Council Chambers of the Bristol Township Municipal Building, 2501 Bath Road, Bristol, PA 19007 at 10:05am on November 2, 2018.

It is strongly recommended that all bidders attend a pre-bid conference, which will be held on October 26, 2018 at 10:00am in the Council Chambers of the Bristol Township Municipal Building, 2501 Bath Road, Bristol, PA 19007. There will be no decisions made at this meeting.

Questions asked during the pre-bid conference, must be submitted by email to Randee Elton at: relton@bristoltownship.org. The cutoff deadline for any questions is October 19, 2018 at 12:00 p.m. Failure to submit pre-bid conference questions in writing will be regarded as informal exchanges and will not become a part of the record. Any changes to the bid specifications will be made in writing by an addendum. Any addendums to the bid specifications and/or responses to questions submitted prior to the pre-bid conference will be posted on the Bristol Township website (www.bristoltownship.org) and will be forwarded to all known Bidders email addresses no later than October 25, 2018.

Specifications and information for bidders may be obtained at the Bristol Township Building, Monday through Friday, 8:30AM to 4:30PM. Specifications may also be obtained electronically from the Office of the Township Manager at the above address or may be obtained by visiting the home page of the Township's website: www.bristoltownship.org

Each bid must be made on the "Proposal Bid Form" and signed by a person authorized to make the proposal and bid. Each bid must be accompanied by the requisite bid bond or certified check, Affirmative Action Affidavit, Surety Bid Letter, Bidder's Questionnaire, and Authorization Resolution, as set forth in the enclosed "Specifications for RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL AND RECYCLING COLLECTION AND YARD WASTE COLLECTION AND COMPOSTING."

The bid bond or certified check must be payable to the Township of Bristol in an amount equal to ten percent (10%) of the total amount of the highest total possible bid amount to guarantee that in the event the bid is accepted and the contract awarded to the bidder, the contract will be duly executed and a performance bond and insurance will be provided to the Township.

Bristol Township reserves the right to reject any or all bids, to waive any defects or irregularities in the bid proposal, and to accept the bid that, in its sole judgment, is in the best interest of the Township.

William J. McCauley, III
Township Manager

SECTION 1.0: INSTRUCTIONS TO BIDDERS

1.01 Scope of Services

The work to be performed shall consist of the Municipal Collection in the Township of Bristol, Bucks County of Solid Waste Collection and Disposal, Recycling Collection, Yard Waste Collection and Composting and Bulk Collection. The total number of residential dwellings requiring the services specified is estimated to be 16,500.

Table A: 2014-2017 Household Waste (tons)

Service Year	Trash	Yard Waste	Net Trash	Recycling
2014	16,802	3,031	19,833	4,268
2015	16,792	2,761	19,553	4,735
2016	17,160	2,841	20,000	4,963
2017	17,339	2,993	20,333	4,902

1.02 Background and Current Service Provisions

On January 1, 2014, Bristol Township implemented a new five-year fully automated trash and recycling program with its current contractor, Waste Management. The service level changed in 2014 from twice a week manual collection to once-weekly automated curbside solid waste collection and disposal, once -weekly bulk waste collection; once-weekly automated recycling curbside collection and delivery, once-weekly yard waste and composting from April 15 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel. The current contractor also pays solid waste disposal costs and yard waste processing costs. Collection service is Monday through Friday. The current service contract limits the amount of trash, since trash must be placed inside the Township-approved waste carts, however, there is no limit to the amount of recycling a resident may throw out.

As part of the program, the contractor, Waste Management purchased and distributed new 96-gallon trash and 64-gallon recycling carts to all residential customers in Bristol Township at no charge to the customer. Through a DEP Implementation grant, Bristol Township contributed \$100,640 toward the total cost of purchasing the 64-gallon recycling containers and Waste Management provided recycling and trash receptacles in excess of the Township's contribution of \$100,640 to all residential customers in Bristol Township. The containers are the property of Bristol Township and the containers have a ten-year warranty. The containers have large wheels and a handle and are compatible with the collection arm on an automated collection truck. Carts must be placed in the street at least three feet apart with the wheels toward the curb and the arrows on the lid pointing toward the street. They must also be at least four feet from any obstacles including cars, trees, mailboxes and utility poles.

Bristol Township has an extensive recycling educational program which includes classroom presentations, social media outreach, and extensive educational mailings. Bristol Township also rewards recycling by offering residents a \$50 gift card for recycling correctly. Two residents are randomly chosen every month and presented with a certificate and award at the monthly Council meeting. Bristol Township also employs a full-time recycling coordinator who conducts daily inspections of residential properties to ensure compliance with mandated recycling, educates residents on proper recycling as a way to reduce contamination, and answers general questions about the township's residential trash program. Bristol Township's recycling collection program has been highly successful since the new program began in 2014. Since the implementation of the program, Bristol Township has experienced a 69.25% increase in residential recycling rates compared to its recycling rate in 2013.

1.03 Description of Bid

Once-weekly curbside collection of 1) Automated Residential Solid Waste and Disposal 2) Bulk Waste 3) Automated Recycling, Delivery and Disposal 4) Yard Waste and Composting from April 1 through December 15 with two pickups in January (for Christmas Trees) by equipment and personnel; contractor shall pay solid waste disposal costs and yard waste processing cost. Contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day. Contractor is responsible for all repair and replacement of 96-gallon trash and 64-gallon recycling containers at each dwelling unit. Container repair may include replacing wheels, lids, etc. to make sure that containers function properly.

The contractor agrees to provide and remove, including disposal costs, a total of fifty (50), thirty (30) cubic-yard containers per year at no additional cost. The contractor shall provide containers for township-sponsored residential clean-up events that occur in the spring and fall. Materials collected consist of bulky household items. Tires, construction debris and household hazardous waste is not permitted. These cleanup events occur on approximately four separate dates each year. Contractor shall provide a maximum of twelve (12) at any one time at a single location. Any container provided in excess of fifty (50) will be charged at the fee of \$450.00 each.

1.04 Examination of the Municipality

Bidder should inspect all areas included within the scope of services so as to make their own judgment with respect to the number of collection locations and all other circumstances affecting the cost of the services to be provided and the nature of the work to be performed. The figures provided herein are not to be taken as binding and contractor shall assume patent and latent risks in connection therewith.

1.05 Specifications

Bidders are advised to examine carefully the Instructions to Bidder, General Specifications, Detailed Specifications, Exhibits and all other documents contained herein to make their own independent evaluation and judgment with respect to the circumstances affecting the cost of services and the manner of their performance.

1.06 Service Areas

The Contractor will be required to collect all solid waste, recyclables, and yard waste; provide all the labor, tools, machinery, plant, and equipment; and perform all the work of collecting, removing, and disposing of municipal waste, and delivery to an approved site for the contract term from each occupied dwelling and/or residence having up to (4) four dwelling units eligible for collection hereunder in the Township of Bristol, including such dwellings and/or residences which may become eligible at any time during the term of the contract hereunder, and all in accordance with all the attached documents.

The successful bidder shall also be required to provide sufficient dumpsters, and collect and dispose of all solid waste, recyclables, and yard waste from the following locations:

Bristol Township Municipal Complex, 2501 Bath Road
Bristol Township Senior Center, 2501 Bath Road
Bristol Township Public Works Garage, 1630 River Road

The following recreational facilities/sites shall be collected once (1) each week for solid waste and recyclables. The Township will be responsible for supplying refuse cans and recycling containers at each site. The contractor shall empty and return same:

Appletree Drive – Tot lot – Levittown
BARC School – Basketball, tot lot, school – State & Emily, Croydon
Birch Valley Drive – Tot lot – Levittown
Cedar Ave Park – Walking Path – Main & Cedar, Croydon
Firefighters & EMT Park – Basketball, tot lot, pavilion, walking path – Greenbrook Drive & Scholar Lane, Levittown
Franklin & John Hanks III – Basketball, tot lot – Franklin & Spencer, Croydon
Green Lynne – Tot lot – Green Lynne Drive
Hazel Park – Tot lot – Hazel Avenue, Fergusonville
Hilltop – Tot lot – Hilltop Avenue, Croydon
Kenwood – Basketball – Kenwood & Kingwood
Magnolia – Tot lot, Magnolia Drive, Levittown
Main Avenue – Tot lot, Main & Woodland, Croydon
Mill Creek – Basketball, swings – Mill Drive, Levittown
Neshaminy Park – Basketball, swings – Clover Avenue, Croydon

Orangewood – Tot lot, Orangewood Drive, Levittown
Pacific – Basketball, tot lot – Pacific Avenue, Bristol
Riverside Park – Fishing area – Neshaminy Creek, Hazel Avenue, Fergusonville
Sarah Johnson Park – Tot lot, walking path – Fleetwing & Liberator, Levittown
Violetwood – Basketball, tot lot – Violetwood & Millcreek, Levittown
Winder Village – Tot lot, Winder Drive, Bristol
Winder Village – Basketball – Fayette Drive, Bristol

The following recreational facilities/sites shall be collected twice (2) each week on Mondays and Fridays for solid waste and recyclables. The Township will be responsible for supplying refuse cans and recycling containers at each site. The contractor shall empty and return same:

Bristol Township Complex – Baseball & Football, Tot lot & Spray Park – Bath Road, Bristol
Crabtree Park – Basketball, tot lot, walking path – Crabtree and Oaktree Drives, Levittown
Croydon Acres Park – Basketball, tot lot, walking path – Dolores & Dorsett, Croydon
Edgely Park – Basketball, baseball, tot lot – Wood and Purdue, Bristol
Humphrey Park – Basketball – Fleetwing & Mitchell, Levittown
John F. Kennedy – Walking Path, tot lot – Snowden Avenue, Bristol
Marie Lowe – Basketball, tot lot – Marie Lowe Drive, Bristol
Police Officer’s Park – Basketball, tot lot, walking path – Emilie & Indian Creek Dr, Levittown

The following Township-sponsored events shall be provided with cardboard/corrugated trash cans/recycling containers and collected from the same:

Movie Nights (4 nights)
National Night Out
Fall Festival
Tree Lighting

1.07 Conditions of Service

The Township of Bristol does not make any representations in connection with any of the supplementary materials, which form part of this proposal, specifications and request for bids (collectively, the documents).

The successful bidder shall receive additional compensation over and above the contractual unit price for any additional occupied residential dwelling units requiring service above the specified number of units in Section 1.01.

Insofar as possible, the contractor in the performance of the scope of services called for in this document must employ such methods or means as will avoid interruption or interference with the operations of the affairs of Bristol Township, and shall take the necessary steps to ensure that during the course of performance there will be no infringement on the rights of the public.

The contractor, in the performance of the services called for in this document, shall employ such methods, which shall not violate any applicable statutes, regulations or ordinances of the Commonwealth of Pennsylvania, any subdivision thereof or the Township of Bristol, presently and hereafter in effect.

1.08 Preparation of Bids

Each bidder must submit a bid incorporating a price structure based on a per ton cost for the services requested for bids for the period from January 1, 2019 through December 31, 2023. The failure to conform to any of these requirements may result in the classification of a bid as "irregular" and may render same subject to rejection. The attachment of any conditions, limitations or ancillary provisions by a bidder to its proposal may cause a similar classification and have a similar effect, unless adequately explained as provided in Section 1.23 hereof.

Sealed bids addressed to William J. McCauley, III, Township Manager, shall be submitted on the Bid Form until 10:00 a.m. on November 2, 2018 where they will be publicly opened and read at the Bristol Township Administration Building, 2501 Bath Road, Bristol, PA.

All documents, Bid Bond, Affidavits, and other information accompanying the bids shall be contained in the bid envelope. The bid must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the bid, made payable to Bristol Township.

Bristol Township reserves the right to reject any or all bids, to waive any defects or irregularities in the bid proposal, and to accept the bid that, in its sole judgment, is in the best interest of the Township.

1.09 Signature of Bidders

The firm, corporation, or individual name of a bidder must be manually signed in ink in the space provided on the bid form. In the case of a corporation or other firm (where appropriate), the title of the officer signing on behalf of such entity must likewise be stated, the seal of the corporation (where appropriate) must be affixed and the officer executing the document on behalf of the firm shall attach thereto a certified copy of official action indicating that officer's authority to make such a bid and submit such a bid on behalf of the firm. In the case of a partnership, the signature of an authorized partner must be below the firm name together with an indication that the signature is that of a partner. In the event that some other agent of the partnership submits or executes a bid for the firm, he or she shall attach thereto a notarized statement executed by the partnership, which designates him or her as an agent authorized to execute and submit the bid.

1.10 Bidders Affidavit

Each bidder shall duly execute and deliver the bidder's Affidavits on the forms attached hereto.

1.11 Withdrawal of Proposal

No bid may be withdrawn, altered or otherwise modified after it has been duly deposited with or at the office of the Bristol Township Manager.

1.12 Consent of Surety

Each bid shall be accompanied by consent of surety from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania; and such letter states that the surety therein mentioned agrees to furnish the required performance bond, which is made a condition of the awarding of a contract under the provisions of the documents.

1.13 Bid Guaranty

Each bid must be accompanied by either a bid bond or a certified check in the amount of 10% of the total bid amount, submitted as an unconditional guaranty that in the event the bid is accepted, and the service contract awarded to bidder, such bidder will duly execute the same. The performance of the contract referenced herein shall likewise be duly secured by the required performance bond.

1.14 Affirmative Action Affidavit

Each bidder shall complete, sign and deliver at the time of the submission of the bid an Affirmative Action Affidavit on the form included herein and made a part of the documents.

1.15 Affidavit of Non-Collusion

Each bidder shall complete, sign and deliver at the time of the submission of the bid an Affidavit of Non-Collusion on the form included in and made a part of the documents.

1.16 Performance Bond

The successful bidder shall furnish Bristol Township a bond for the faithful performance of the contract in an amount equal to the total contract price of the full term of the contract within twenty days after the award of the contract. The face amount of said bond may be reduced at the commencement of the second year of the contract (January 1, 2020) by an amount equal to the base contract price for the first contract year then performed and concluded, and each consecutive year, by the amount equal to the base contract price for that contract year.

Agents of bonding companies who write bonds for the performance of the contract shall furnish the necessary power of attorney, bearing the seal of the company and evidencing such agent's authority to execute the particular type of bond to be furnished, as well as the right of the surety company to do business in the Commonwealth of Pennsylvania, all in forms acceptable to Bristol Township

1.17 Competency of Bidders

Each bidder shall furnish proof that the bidder, or any parent, subsidiary or affiliated entity of the bidder has had at least five years of experience as either the owner or the principal operator of a business or businesses engaged in the collection, recycling, transportation and disposal of solid waste from municipalities serving in the aggregate not less than 6,000 residential units. Bristol Township shall reject any bid if its investigation fails to indicate that a bidder is qualified to carry out the obligations of the contract and to provide in full the services specified herein in the sole discretion of Bristol Township.

Each bidder must complete and sign the Bidder's Questionnaire included herein and made a part of this request for bids. Failure to include the Bidders Questionnaire at the time of the submission of a bid may cause a rejection of the bid.

1.18 Disposition of Bid Guaranty

As soon as the three lowest responsible bidders have been selected, but in any event no more than sixty days from the date bids are opened, all deposits or bonds submitted with the bids shall be returned to bidders, except the deposits of bonds made by the three lowest responsible bidders shall not be so returned until the contract is awarded and signed. The lowest responsible bidder shall be awarded the contract and shall execute the contract and furnish the required performance bonds or security within twenty days after receiving notice from Bristol Township that such bidder has been so selected. Upon execution and delivery of the contract and the furnishing of the required performance bond or security, the deposits and bonds made by the three lowest responsible bidders shall be returned.

In case the bidder to whom the contract award is made shall fail to execute and deliver the contract and the necessary performance bond or security within twenty days after said award, the award shall be vacated and Bristol Township may then award the contract to the next lowest responsible bidder. The first bidder's deposit of Bid Bond shall be forfeited as liquidated damages, or Bristol Township may, at its option, recover from such bidder the difference between the price of initially awarded bid and the amount of the contract as shall be subsequently awarded, applying said deposit of Bid Bond on account thereof.

If the next lowest responsible bidder shall fail to execute and deliver the contract within twenty days after said award, the award shall be vacated and Bristol Township may then award the contract to the third lowest responsible bidder. The second lowest bidder's deposit or Bid Bond shall be forfeited as liquidated damages, or Bristol Township may, at its option, recover from such bidder the difference between the price of the second awarded bid and the amount of the contract as shall be subsequently awarded, applying said deposit or Bid Bond on account thereof.

If the third lowest responsible bidder shall fail to execute and deliver the contract within twenty days after said award, the award shall be vacated and Bristol Township may pursue any

remedy available at law or equity, including but not limited to claims for damages and/or specific performance.

1.19 Interpretation

No interpretation of the meaning of the Instructions to Bidders, General Specifications, Detailed Specifications, Exhibits or other documents will be made to any bidder. Supplemental instructions, if any, will be made in the form of written addenda to this document and request for bids, which, if issued, will be sent to all parties on record having received these documents. Failure of any bidder to receive any such addenda shall not relieve the bidder of any obligation under its bid as submitted nor from any obligation to conform to the requirements herein or in any such addenda set forth. Any and all addenda shall be signed by a bidder and a copy of which returned as a part of the bid.

1.20 Award of Contract

Award of the contract by Bristol Township, if made, will be made on or before sixty (60) days following the opening of bids, to the lowest responsible bidder whose bid complies in all respects with the requirements as stated herein.

Bristol Township reserves the right to reject any or all bids, waive any defects or irregularities in the bid proposal, and to accept the bid that, in its sole judgment, is in the best interest of the Township.

Bristol Township also reserve the right to reject any bid where the bidder fails to furnish any of the documents required to be filed with the bid or fails to provide any pertinent information required or misstates or conceals any material fact or when Bristol Township determines that a bidder is not responsible all within the sole discretion of Bristol Township. After bids have been opened and studied, Bristol Township reserves the right in its sole discretion to choose that bid which it believes meets the best interest of Bristol Township, provided that such bid complies in all respects with the requirements as set forth herein.

Bristol Township shall determine, in its sole discretion, whether a bidder is responsible and may require a bidder to submit additional documentary evidence to support the statements made by a bidder or its qualifications. Bristol Township may also require, in its sole discretion, a bidder to show Bristol Township its equipment, and every bidder in submitting a bid agrees to furnish additional information, which may be required by Bristol Township

1.21 Term of Contract

The contract awarded here under shall be for three (3) or five (5) consecutive years commencing January 1, 2019 and expire at midnight on December 31, 2021 or December 31, 2023.

At any time prior to the expiration of the initial term of the contract the Township may, at their sole discretion, solicit bids for a new residential solid waste and recycling collection contract that will commence at the end of the initial contract.

1.22 Bid

Each bidder shall submit its bid on the Bid Form included in and made a part hereof.

1.23 Conditions, Exclusion or Changes to the Bid Conditions or Specifications

No conditions, exclusions or changes to the bid conditions or specifications shall be allowed, except insofar as Bristol Township determines that the resulting bid conditions or specifications would be in the interest of Bristol Township. If the bidder wishes to include any conditions, exclusions or changes to the bid conditions or specifications, bidder shall provide a full and comprehensive discussion as to why such conditions, exclusions or changes to the bid conditions or specifications are necessary and in the interest of Bristol Township.

1.24 Special Services

RESIDENT EDUCATION:

The Contractor, at Contractor's sole cost and expense, shall prepare and distribute to each residential unit served under this contract, an informational brochure or flyer that contains the Township approved-requirements for the solid waste collection and recycling services. The informational flyer may be placed in the Township's newsletter with the prior approval of the Township Manager. The information brochures shall include: contractor's local phone number, collection schedule (day and estimated time), holidays, routes, preparation of solid waste materials, description of yard waste, solid waste, and recycling materials appropriate for collection, procedures for disposing of bulky items, appliances, Freon-containing appliances, yard waste, and complaints. The Contractor shall provide the Township an additional 500 copies of the brochure each year. The Contractor shall supply a sample of the informational brochure to the Township Manager's office or designee, for approval, and then distribute during the month of January (or agreed upon date) each year.

RECORD KEEPING:

1. Solid Waste and Recycling Tonnages: The Contractor shall submit a monthly record of the total tonnage of Solid Waste, Yard Waste, and Recyclables collected for the preceding month.
2. Complaint Log: The Contractor must maintain a monthly complaint log which includes names, addresses, phone number, the date, time, and a brief description of the complaint and its resolution.

VIOLATION NOTICE:

The Contractor shall design an informational notice form to be used to advise owners of dwelling units of non-compliance with local regulation (re: preparation of refuse, weight, bulky item,

hazardous material, etc.). Said notice shall be delivered by the contractor directly to the householder on the date of the alleged non-compliance. The design and content of the form must be approved by Bristol Township.

1.25 Bulk Waste

Bulk Waste shall be collected curbside once per week on days designated by the contractor with a limit of one such item per dwelling unit per week at no additional cost to the residents or the Township of Bristol. The contractor shall be responsible for adherence to all federal and state regulations concerning the handling of HCFCs and CFCs.

1.26 Recyclable Materials

Bristol Township's materials shall be collected single stream curbside once per week on the same day as the solid waste collection.

1.27 Yard Waste

Yard Waste shall be collected curbside once a week from April 1 through December 15 and two weeks during the month of January (Christmas Trees). Contractor is responsible for yard waste processing costs. Yard Waste and Grass clippings shall be placed in paper bags or in separate trash containers.

SECTION 2.0: GENERAL SPECIFICATIONS

Bidders are hereby advised that upon the award of the contract, all items, conditions, provisions and procedures set forth in the Notice to Bidders, Instructions to Bidders, General Specifications, Detailed Specifications, and the Exhibits included with the Specifications and Affidavits pursuant thereto shall be a part of the contract.

2.01 Obligation of the Contractor

The contractor, at its own cost and expense, and in strict conformity with the full specifications herein, including the Notice to Bidders, Instructions to Bidders, General Specifications, Detailed Specifications, Exhibits included with the Specifications and Contract, shall furnish all the material, labor and equipment for the collection and transportation of residential solid waste, recyclable materials and yard waste from the dwelling units of all residential properties, municipal properties and other locations within the Township.

2.02 Obligation of Bristol Township

Bristol Township has adopted and enacted appropriate ordinances to ensure the separation of recyclable materials by each dwelling unit, proper storage and placement of residential solid waste, recyclable materials and yard waste for efficient collection by the contractor, education of the residents in these activities, and enforcement of the provisions of the ordinances. Contractor shall comply with all Bristol Township Ordinances and Resolutions.

Bristol Township shall also be obligated to make payments to the contractor for the collection, and transportation services as hereinafter provided for and required under the contract.

2.03 Supervision by the Contractor

The contractor shall designate one responsible supervisor with a suitable vehicle (pickup truck or similar equipped vehicle with a communicative device - radio, mobile phone, etc.) that shall be present at all times in Bristol Township while collections are being made. Said supervisor shall be available to monitor the collections being made and to receive any complaints, answer any inquiries, and resolve any disputes with respect to the services supplied pursuant to this contract. Further, the contractor shall have available an employee who may be contacted during the hours of collection, Monday through Friday, to respond to any inquiry or complaint in connection with the services and duties being provided hereunder. During non-collection hours, the contractor shall maintain a voice message answering system at this same local telephone number for residents to record any inquiries and/or complaints.

2.04 Notices to the Contractor

The place of business designated in the contractor's proposal and bid is hereby designated as a place at which all notices, letters and other communications shall be served and to which all

notices, letters and other communications shall be mailed or delivered. All notices specifically mentioned herein and all other communications of any kind, which may of necessity be hereafter dispatched, may be sent by regular mail, and the contractor shall be deemed to have received said notice. If the document in question has been addressed to the contractor at the aforesaid address and has been deposited in a post-paid envelope or wrapper in any post office box regularly maintained by the United States Postal Service, the date of service of the notice or communication shall be the date on which the same was so deposited in the United States Mail. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor at its place of business delivered to any person under the employ or control of the contractor.

2.05 Inspection

Bristol Township or their respective authorized representatives may inspect the collections being made pursuant to the contract and may require correction of any improper performance or any deficient performance therein through the designated responsible employee or agent of the contractor.

2.06 Competent Workers to be Employed

The contractor shall employ only competent and skillful workers to perform the tasks called for by the terms of the contract and shall furnish a list to the Township of all personnel being employed by the contractor and working on the service contract with the Township, if and when requested to do so. Any failure to comply with any aspect of this provision shall be automatically considered a breach of the contract and the contractor may be deemed in default, at the discretion of Bristol Township

The bidder shall submit a copy of his Safety Training Program with regard to all employees engaged in the collection or transportation of solid waste or recycling within Bristol Township. At a minimum, a safety program shall include training components, which comply with the following mandatory, and industry recommended safety standards as found in the latest version of US DOT, PA DOT, OSHA and ANSI Z245 industry standards, with regard to the following training areas:

- A. Commercial Motor Vehicle Operations
- B. Collection Crew Safety
- C. Commercial Container Handling
- D. Energy Control for Vehicle Maintenance and Servicing
- E. Collection and Transfer Vehicles
- F. Unloading procedures at Treatment, Processing and Disposal Facilities

These areas of safety shall include at a minimum the following core training areas:

- A. Basic Hazard Communications (HAZCOM)
- B. Blood Borne Pathogens
- C. Confined Space Entry
- D. Drug and Alcohol Abuse Prevention Programs
- E. Electrical Safety
- F. Emergency Spill Response
- G. Control of Hazardous energy (Lockout/Tagout)
- H. Ergonomics
- I. Fire Safety
- J. Hearing Conservation
- K. Personal Protective Equipment
- L. Powered Industrial Truck Operations
- M. Traffic Control
- N. Walking-Working Surfaces

Bristol Township reserves the right to inspect and approve all safety program materials and employee certifications of completion at any time prior to and at any time during the term of any contract awarded.

No employee of the contractor shall be permitted to work within Bristol Township until such time as said employee has completed the minimum training program as outlined herein and signed a certification of completion. All employees shall be provided with training updates on a regular basis: but in no case shall updates take place less than two times per year.

2.07 Liability and Damages

The contractor agrees to indemnify, defend and hold harmless Bristol Township, its officers, directors, employees, agents, affiliates, parent, subsidiaries, successors and assigns from and against any and all claims, counterclaims, suits, demands, actions, causes of action, damages, setoffs, liens, attachments, judgments, debts, expenses or other liabilities of whatsoever kind or nature, to the extent alleged and resulting from the negligence or willful misconduct of Contractor and its subsidiaries and affiliates, and their employees, agents, servants and subcontractors, in the performance of the Services, or the breach of this Agreement by Contractor. The Contractor and its employees shall be deemed to be independent contractors as to the Township, and in no event shall either the Contractor or its employees be deemed to be agents or employees of the Township.

2.08 Insurance

The contractor shall maintain insurance issued by an insurance carrier acceptable to Bristol Township to protect the parties hereto from and against any and all claims, demands, actions,

judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered in Section 2.08 Such insurance shall be maintained at the contractor's sole expense as follows:

- A. The amounts of such insurance.
 - (1) Against public liability due to injury or death to persons and damage to property shall be not less than \$2,000,000.00 as to each occurrence and \$4,000,000.00 aggregates.
 - (2) Against automobile liability due to injury or death to persons and damage to property shall be not less than \$2,000,000.00 per person and \$4,000,000.00 per accident.
 - (3) Umbrella/Excess Liability coverage in the amount of \$10,000,000 each occurrence. Underlying coverage shall include General Liability, Auto, Liability, and Employer's Liability.
- B. Contractor shall also carry insurance that will protect it from all claims under any Workmen's Compensation law in effect that may be applicable to them.

The aforementioned policies of liability insurance shall be specifically designated to name Bristol Township as additional insured from all claims and damages, including wrongful death claims, of any kind or nature whatsoever, which may arise from the operations of the contractor in the performance of the service contract whether such operations be controlled by the contractor or by someone either directly or indirectly employed by the contractor for the purpose of accomplishing some obligation upon the contractor by the terms of the service contract.

All of the insurance policies herein mentioned, including the Workmen's Compensation policy, shall be written with companies acceptable to Bristol Township and authorized to do business in the Commonwealth of Pennsylvania, and shall be obtained and properly endorsed before any operations of the contractor are commenced within Bristol Township. All of these said policies shall remain in full force and effect until expiration of the term of the service contract of the completion of all duties to be performed hereunder by the contractor, which ever shall occur later. Contractor shall likewise deposit with Bristol Township original policies of insurance herein mentioned, or certified copies thereof in addition to a Certificate of Insurance as shown in the forms enclosed with this specification.

Each and every policy of insurance herein mentioned and required pursuant to the terms of the service contract, including the Workmen's Compensation policy, shall carry with it an endorsement to the effect that the insurance carrier will convey to Bristol Township by certified mail written notification of cancellation or non-renewal of any such policy or policies or the terms thereof, and said written notice shall be dispatched to Bristol Township Manager at least thirty-days prior to the effective date of any such cancellation.

It shall be the responsibility of the contractor in obtaining the aforesaid insurance coverage to obtain policies which shall protect Bristol Township from any and all claims, whatsoever their nature, regardless of whether the same are directed toward the recovery of damages for either personal injuries or property damage or any other element of damage which may be incident to and include all direct or indirect employees of the contractor and shall include policies of liability insurance on all vehicles and equipment utilized or in any way connected with the services to be rendered by the contractor pursuant to the terms of the service contract.

2.09 Correction of Breaches of Non-Performance

In the event that the contractor shall be in breach of the contract, or if the contractor should ever fail to collect the materials required herein, and such breach or failure shall be incurred, per municipality, for a period of two consecutively scheduled pick-up dates, inclusive of holidays, Bristol Township may, at their option, declare the contract in default.

Upon a declaration of default, Bristol Township may notify the contractor's surety on its performance bond of the contractor's default of its obligations hereunder, and require the surety, within seven (7) days of the notice, to: (a) undertake the completion of the contract, (b) provide financial assistance to Bristol Township to remedy the default, and/or (c) pay the full amount of the penal sum of the Performance Bond in complete discharge and exoneration of said Performance Bond. Such options of any of Bristol Township are cumulative to any and all other legal and/or equitable rights of Bristol Township, and may avail itself of any and all available legal and/or equitable remedies available to it against the contractor and/or its surety for the immediate and specific performance of the contract and the payment of all damages sustained by reason of said breach, not to exceed the penal sum of the bond.

In the event of a labor stoppage; labor strike; lockout; destruction of, or damage to, or interruption, suspension or interference with the operation of, the contractor's equipment caused by Acts of God, fires, explosions or other events beyond the reasonable control of the contractor; restraints of government, lawful orders of court, administrative agencies or governmental officers; suspension, termination or interruption of governmental licenses or permits; and/or changes in laws, regulations or ordinances or emergency, then the contractor shall be excused from the performance of the contract, however, under any such circumstance, it is acknowledged that Bristol Township's cost of performing the work specified in the contract to be done during any such period shall be charged to the contractor and paid to Bristol Township as in the case of a default by the contractor.

2.10 Penalties

Bristol Township shall notify the contractor of any and all complaints (and inquiry if necessary) regarding performance of this contract. It shall be the duty of the contractor to take whatever steps are necessary to remedy the complaints. Failure to remedy the complaints within the time period stipulated by Bristol Township will result in penalties as stated in the schedule below.

Bristol Township may deduct from any monies due, or which may become due the contractor, the penalty according to the following amounts:

- A. Failure to clean-up spilled material is Two Hundred Dollars (\$200.00) for each occurrence.
- B. Failure or neglect to clear and resolve collection complaints within eight (8) working hours is Two Hundred Dollars (\$200.00) for each occurrence. A working hour is an hour allotted to the contractor for collection i.e., 7:00AM to 7:00PM Monday to Friday. However, in the event that a collection complaint (i.e. skipped trash or recycling collection) is repeated at the same address three or more times within the last 12-month period, Bristol Township may immediately impose a fine of Six Hundred Dollars (\$600) for the third and subsequent complaints without allowing the contractor the opportunity to avoid the fine by correcting the complaint within the appropriate resolution period.
- C. Changing the day of collection without notifying the affected premises or Bristol Township is One Thousand Dollars (\$1,000) for each occurrence.
- D. Starting route collections before 7:00AM. as prescribed in Section 3.05 hereof is Five Hundred Dollars (\$500) for each occurrence.
- E. Collection after 7:00 PM as prescribed in Section 3.05 hereof without approval of Bristol Township affected is Three Hundred Dollars (\$300) for each occurrence.
- F. Failure to provide quality of performance required on a collection route after notification to correct performance factors concerning sorting of recyclables into proper collection bins, or similar violations, is Five Hundred Dollars (\$500) for each occurrence.
- G. Penalty for contractor's contamination of a load of recyclables, or failure to properly separate recyclables, or other action which causes the shipment to be rejected by the recycling center or market is Five Hundred Dollars (\$500) per load. The Contractor is also responsible to transport the contaminated material from the recycling center to an approved disposal site and the disposal of the contaminated material at no cost to Bristol Township.
- H. Failure to collect bulk item appropriately displayed for collection on the specified day of collection is Three Hundred Dollars (\$300) for each occurrence.
- I. For each report of employee misconduct, i.e. use of offensive language, abusive behavior, mishandling or residential property (such as refuse containers), or other reports of violation of Section 3.15 hereof is Fifty Dollars (\$50) for each occurrence.
- J. Failure to adequately display on both sides of vehicle a sign or placard with letters at least 6" high that properly identifies vehicle as one that picks up either solid waste, recyclable materials, or yard waste is \$200 for each occurrence.
- K. Failure to provide a supervisor on the street or to have telephone service as required under Section 2.03 hereof is Two Hundred Dollars (\$200) per occurrence.

Each occurrence shall be considered a separate violation for which a separate penalty may be imposed. Failure to impose a penalty is not a waiver of the violation of contractor's obligation to comply with the terms of this contract; provided however that no fine may be imposed for an occurrence that is more than one year old.

2.11 Payment

The contractor shall be paid by Bristol Township on a monthly basis on or before the last day of the succeeding month. The contractor must prepare and submit an invoice for each month's payment in sufficient time to permit its proper review by the municipality officials.

2.12 Additional Compensation

The contractor shall receive "additional compensation" over and above the bid price for each NEW residential dwelling unit and/or residence built and occupied during the term of this contract. The per dwelling unit compensation shall be pro-rated on a monthly basis for those additional dwelling units to be serviced for that portion of the years or years remaining on the contract. The Township will forward to the Contractor the addresses of all new residential occupancy permits issued which requires the service of this contract, provided that the total number of dwelling units exceeds 16,500.

2.13 Assignment

Neither the service provided nor any portion thereof, nor any of the proceeds thereof, may be assigned, sublet, or transferred to any person, firm or corporation, except upon the prior written consent and approval of Bristol Township; provided, however the contract may be assigned to any wholly owned subsidiary of the contractor upon the prior written notice of such assignment to Bristol Township and their consents, which consents shall not be unreasonably withheld. Such assignment shall not release the contractor from any liability under the contract.

2.14 No Waiver of Contract

No violation, breach, or failure of performance shall be deemed to be waived by Bristol Township because of payment, nor be deemed to be a waiver by Bristol Township of its right to terminate the agreement for good cause pursuant to the terms of the contract or this document.

2.15 Contract Administrator

The successful bidder will agree to appoint a contract administrator who will meet on a monthly basis or as requested with the Township Manager or designee. The purpose of the meeting will be to discuss, review, and rectify complaints from the preceding month. The Township will keep a detailed record of all complaints made by residents and agrees to share these with the Contractor.

2.16 Record Keeping

The contractor must submit a monthly record of the total tonnages of solid waste, yard waste (when applicable) and recyclable materials collected for the preceding month. The report must be submitted with the monthly invoice to the Township.

2.17 Compliance with all Laws:

The contractor shall comply with all Federal, State and Local laws in the performance of services under this contract, including but not limited to Act 90 known as the Pennsylvania Waste Transportation Safety Act of 2002, Act 97 known as the Pennsylvania Solid Waste Management Act of 1980 and Act 101 known as the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988.

SECTION 3.0 DETAILED SPECIFICATIONS

3.01 Definitions

For the purposes of this invitation to bid the following work and phrases shall have the meaning given herein.

“Act 90” shall mean the Pennsylvania Waste Transportation Safety Act of 2002 (P.L. 596, No. 90, June 29, 2002).

“Act 97” shall mean the Pennsylvania Solid Waste Management Act of 1980 (P.L. 380, No. 97, July 7, 1980).

“Act 101” shall mean the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 1988-101, July 28, 1988).

“Aluminum Containers” shall mean empty all-aluminum beverage and food containers.

“Ashes” shall mean the residue resulting from the burning of wood, coal, or other combustibles material. This definition excludes ashes resulting from industrial processing.

“Automated” shall mean the collection of solid waste and/or recyclables at curbside through the process of using an electronic and/or mechanical arm to lift and empty container into the collection truck.

“Bi-Metallic Containers” shall mean empty food or beverage containers constructed of a mixture of ferrous metal, usually tin or steel, and non-ferrous metal, usually aluminum.

“Bulk Waste” shall mean large items of refuse, including, but not limited to, furniture, carpet, tires, and appliances, which require collection in other than conventional compactor refuse collection vehicles.

“Catalogs” shall mean any of a variety of mail-order publications printed on "glossy" coated paper."

"Collector" or "Collector/Hauler" shall mean the contractor, person, firm, agency or public body or employee or agent thereof who is engaged in the collection and/or transportation of solid waste.

“Commercial Establishment” shall mean any establishment engaged in a non-manufacturing or non-processing business, including, but not limited to, stores, markets, offices, restaurants, shopping centers and theaters.

"Compost" shall mean a microbial degradation of organic waste to produce a relatively nuisance-free product of potential value as a solid conditioner.

"Composting Facility" shall mean a permitted plant, establishment, equipment or other operation to produce compost.

"Container" shall mean can, mechanical bin, box, or disposable container used for storage of residential solid waste; wheeled receptacle or can for the storage of recyclable materials; and can, biodegradable paper bags for the storage of yard waste.

"Contractor" shall mean the person to whom a contract has been awarded by Bristol Township to perform the services of these specifications.

"Coordinator" shall mean the individual designated by the governing body to be responsible for solid waste management within the municipality.

"Corrugated Paper" shall mean structural paper material with an inner core shaped in ridged parallel furrows and ridges.

"County" shall mean the County of Bucks, Pennsylvania.

"Curbside Recycling Collection" – the scheduled collection and transportation of recyclable materials placed at the curb or street line by persons residing at a residential property.

"Disposal Facility" shall mean a permitted facility which processes or acts upon solid waste so as to dispose of the material, such as a composting facility, an incinerator, a resource recovery plant, a waste-to-energy facility or a sanitary landfill, etc.

"Ferrous Containers" shall mean empty steel or tin-coated steel food or beverage containers.

"Garbage" shall mean animal and vegetable waste resulting from the handling, preparation, cooking, and serving of foods. It does not include wastes from industrial processing or manufacturing of food products, bodies of dead animals, or human or animal excrement.

"Glass Containers" shall mean bottles and jars made of clear, green, or brown glass. Expressly excluded are non-container glass, plate glass, blue glass, and porcelain and ceramic products.

"Governing Body" shall mean the elected officials of the Bristol Township Council.

"Hazardous Waste" shall mean solid waste that is especially harmful or potentially harmful to public health as defined in the Pennsylvania Solid Waste Management Act (Act 97). This shall include, but not be limited to, explosives, toxic materials, and medical wastes. For purposes of

this agreement, hazardous waste does not include small quantities of such waste available on a retail basis to the homeowner (e.g. aerosol cans, pesticides, fertilizers, etc.).

“Incentive Based Recycling Program” shall mean a program which provides direct financial incentive to residents who participate in source separated recycling.

"Incinerator" shall mean an enclosed device using controlled combustion for the primary purpose of thermally breaking down solid waste, and which is equipped with a flue.

“Industrial Establishment” shall mean any establishment engaged in manufacturing or production activities, including, but not limited to, factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.

“Institutional Establishment” shall mean any establishment or facility engaged in services, including, but not limited to, hospitals, nursing homes, schools and universities.

“Junk Mail” shall mean printed material that is delivered to residential dwellings through the mail system, such as envelopes, advertisements, catalogs, magazines, solicitations and similar materials.

"Landfill" shall mean a land disposal site for the disposal of solid waste.

“Leaf Waste” shall mean leaves, garden residues, shrubbery and tree trimmings, and similar materials, but not including grass clippings.

“Licensed Collector or Licensed Waste Hauler” shall mean shall mean a person who has written authorization from the PADEP under Act 90 to collect, haul, transport and dispose of municipal waste.

“Magazines” shall mean printed matter containing miscellaneous written pieces published at fixed or varying intervals. Expressly excluded are all other paper products.

“Multi-Family Housing Property” shall mean property containing more than four (4) dwelling units in one building and all dwellings within the building shall have common ownership.

“Municipal Waste” shall mean any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial, or institutional establishments and from community activities, and any sludge not meeting the definition of residual or hazardous waste under Act 97 from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant, or air pollution control facility. The term does not include any source-separated recyclable materials.

"Municipal Properties" shall mean lands, buildings, and other facilities owned or controlled by Bristol Township, such as municipal buildings, police buildings, municipal garages, parks, etc.

"Newsprint" shall mean paper of the type commonly referred to as newspaper and distributed at fixed or varying intervals, having printed thereon news and/or opinions, containing advertisements and other matters of public interest.

"Office Paper" shall mean all white paper, bond paper, and computer paper.

"Operator" shall mean any person who manages any solid waste storage, transfer, processing, or disposal operation.

"Paperboard" shall mean a thick paper based material made of pressed paper pulp or pasted sheets of paper; also known as chip board or pressed cardboard. It may also be made from reclaimed paper stock. Commonly used for packaging (i.e. food boxes, gift boxes, pizza boxes) and posters.

"PA DEP" shall mean the Pennsylvania Department of Environmental Protection.

"Person" shall mean any individual, firm, partnership, corporation, cooperative enterprise, trust, federal institution or agency, state institution or agency, municipality, other governmental agency or any other entity or any group of such persons which is recognized by law and is subject to rights and duties.

"Plastic" shall mean empty plastic food and beverage containers, with #1, #2, #3, #4, #5, #6 or #7 imprinted on container.

"Processing Facility" shall mean a permitted plant, establishment, set of equipment or other operation, which processes, handles or otherwise modifies the materials provided to it.

"Recyclable Materials" shall mean those materials which may be processed or re-fabricated for re-use. Such materials may include, but shall not be limited to glass containers, aluminum containers, steel containers, bi-metallic containers, office paper, paperboard, newsprint, junk mail, catalogs, magazines, corrugated paper, and plastics.

"Recycling" shall mean the collection, separation, recovery and sale or reuse of metals, glass, paper, yard waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the generation of energy.

"Recycling Center" shall mean a facility established to receive, process, store, handle and ship recyclable materials.

“Refuse” shall mean all solid wastes, except bodily wastes; and shall include, but is not limited to garbage, ashes, bulk waste, rubbish, and street sweepings; except that refuse shall specifically exclude hazardous waste and source separated recyclable materials.

"Regulations" shall mean the municipal waste, recycling, and yard waste regulations developed and adopted by any municipality to govern the separation, storage, collection, recycling, transportation, processing and disposal of municipal solid and recyclable materials.

“Residential Property” shall mean all properties used for residential purposes, regardless of the number of dwelling units, except for multi-family housing properties.

"Residential Solid Waste" shall mean garbage, refuse, and other discarded solid material normally generated at a residential property, including bulk waste.

"Residue" shall mean solid materials remaining after burning, including but not limited to ashes, metals, glass, ceramics, and unburned organic substances.

"Resource Recovery Facility" shall mean a plant, establishment, set of equipment or other operation, which recovers useful materials and/or products, including heat, electricity, and/or recyclable materials from otherwise waste materials.

“Rubbish” shall mean solid waste exclusive of garbage, and non-compostable plant material, wood or non-putrescible solid waste.

"Scavenging" shall mean uncontrolled or unauthorized removal of solid waste materials.

"Solid Waste Management" shall mean the purposeful systematic control of the storage, collection, transportation, processing, and disposal of solid waste.

“Source-Separated Recyclable Materials” shall mean recyclable materials and yard waste that is separated from municipal waste at the point of origin or generation for the purpose of recycling.

“Steel Containers” shall mean empty ferrous or “tin” food or beverage containers.

"Tipping Fee" shall mean the charge or cost to tip, dump or otherwise dispose of a load of materials such as municipal solid waste at a processing or disposal facility.

"Transfer Station" shall mean a facility, which receives and temporarily stores solid waste at a location other than the generation site and which facilitates that bulk transfer of accumulated solid waste to a facility for further processing or disposal.

"Waste-To-Energy Facility" shall mean a plant, establishment set of equipment or other operation, which converts wastes to usable energy forms, such as the incineration of municipal solid waste to produce steam and electricity.

"Wheeled Receptacle" shall mean a ninety-six (96) gallon for trash and sixty-four (64) gallon for recycling capacity plastic mobile cart with molded wheels, plastic lid with snap-on hinge, steel pick-up bar and molded-in handle for easy movement of the cart by householders. The receptacle shall be designed so that the wheels and/or lid may be easily replaced without the need to replace the entire receptacle.

"Yard Waste" shall mean leaf waste as defined above and grass clippings.

3.02 Single Stream Collection of Recyclable Materials

The Township uses Single Stream Collection. Recyclables will be commingled. Every household in Bristol Township is required by ordinance to separate recyclable materials from municipal waste. The list of recyclable materials includes, flattened cardboard, magazines, office paper, brown paper bags, paperboard, newspapers, junk mail, phone books, aluminum cans foil and pie tins, clear and colored glass bottles, and jars, tins or steel cans, and plastic bottles #1-7. The list of recyclable materials may change over the term of the contract without any adjustment in cost to Bristol Township. All recyclable materials shall be placed in a wheeled receptacle as provided for in section 3.09.

3.03 Schedule and Times

Contractor shall collect residential waste, yard waste, and recyclables, as defined herein, throughout the Township on routes and schedules approved by the Township Manager or designee.

3.04 Holidays

There shall be no residential solid waste, recyclable materials, or yard waste collection service provided on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Presidents' Day, Thanksgiving Day and Christmas Day. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday that falls on a Monday through Friday, will cause all subsequent collection services for the week to be delayed by one day. Due to the one-day postponement, the collection of containers will resume as follows, if the holiday is on a Monday, then the Monday collection will occur on Tuesday, Tuesday collection will occur on Wednesday, and so on and so forth. If the holiday is on a Thursday, then the Thursday collection will occur on Friday and Friday collection will occur on Saturday for that week only. Holidays which fall on a Saturday or Sunday do not delay waste removal services for the remainder of the week.

3.05 Collection Hours

The contractor's collection vehicles may start collecting at 7:00AM and continue to completion of the route, but no later than 7:00PM. with the exception of weather emergencies, Monday through Friday. No collections shall be made on Sunday. Any deviations from these hours must be reported to the Township Manager or designee.

3.06 Collection Locations

Contractor shall collect all household solid waste and recycling wheeled receptacles at the curb or street line prior to the time of collection on designated pickup days. Contractor shall return containers in an orderly manner to the curb or within five feet of roadways, but not in the driveway, walkways, or roadway.

3.07 Routes

The contractor shall establish collection routes and provide such routes to each municipality at least thirty (30) days prior to the start of the contract. The routes, once established, shall not be changed without prior approval from Bristol Township. The contractor shall follow essentially the same routes on each collection day so that the householders will be able to judge roughly when the collection will be made.

3.08 Preparation of Solid Waste and Recyclable Materials for Collection

A) Solid Waste – Per Township code, residential customers must place their residential solid waste in the approved 96-gallon wheeled cart. All solid waste shall be thoroughly drained of water and wrapped securely before placing it in the container. Solid waste, which is too bulky to fit in the container, shall be broken up so as to fit, or may be securely tied in bundles not to exceed 50 pounds in weight or two feet by three feet in length and placed next to the containers at the curb.

B) Recyclable Materials – Per Township code, residential customers must separate recyclables from solid waste. Recyclable materials shall be placed in an approved wheeled receptacle and prepared in accordance with the recycling regulations adopted by Bristol Township

C) Yard Waste – Per Township code, yard waste must be separated from municipal waste. The householders are instructed by Bristol Township to place their yard waste loose in approved hard plastic or metal containers, or in biodegradable paper bags, not to exceed fifty (50) pounds in weight, tied in sections no greater than four feet long, and set out at curbside in similar fashion as residential solid waste

3.09 Wheeled Receptacles for Recyclable Materials

All residential customers in Bristol Township have a 96-gallon solid waste container and 64-gallon recycling container that was provided to them in January 2014. Replacement wheeled receptacles and/or the repair and maintenance of wheeled receptacles, including recycling

receptacles shall be provided by the contractor to the householder at no cost to the householder or municipality during the term of the contract. The contractor/hauler shall repair and/or replace any of the carts that are damaged at its expense in a timely manner regardless of whether the contractor/hauler provided the said carts/totes. Carts which are stolen or unlawfully taken from the curbside wither before, during or after collection, shall be reported to Bristol Township and replaced by the contractor/hauler at no additional cost to the township or resident. These wheeled receptacles shall conform to the ANSI2245.30 and ANSI2245.60 standards for conformity and safety.

The color of the recycling containers including lids shall be blue; the color of the solid waste container including the lids shall be green. The universal recycling logo along with "Property of Bristol Township" shall be imprinted on the outside of each recycling container. "Property of Bristol Township" shall be imprinted on the outside of the solid waste receptacle. Bristol Township shall prior approve the content and design of the recycling information, logo and Township name. All wheeled receptacles, including replacement wheeled receptacles, shall be owned by Bristol Township and remain the property of Bristol Township forever. The contractor is responsible for the collection and recycling of used recycling containers.

Additional recycling containers shall be provided at resident's request to and by the contractor. Any additional container requests will be handled directly to and from the contractor.

3.10 Amount of Solid Waste, Recyclable Materials and Yard Waste to be Collected

All residents are required to place solid waste in a container with closed lids. All solid waste must be in an automated cart with lid closed. No bags on side of container will be picked up.

Each dwelling unit shall be entitled to set an unlimited amount of recyclable materials each collection day. Each dwelling unit shall be entitled to set an unlimited amount of yard waste each collection day from April 1 to December 15 and during the two collections in January.

3.11 Bulk Waste

Each household shall be entitled to place one item of bulk waste at the curb or other regular collection location on each bulk waste collection day. Those appliances which require special handling by reason of Federal regulations (i.e. freezers, refrigerators, air conditioners, etc.) shall be picked up on a designated day only after having been arranged by property owner and contractor. These items are bulk waste and shall be collected with the costs of any certifications are included in this proposal. Such a pickup shall be scheduled not later than two (2) weeks from notification by the property owner. The contractor shall be the sole entity responsible for the arrangements to comply with Federal regulations for those appliances, which require special handling (CFC'S, Etc.). Bulk Waste estimates reports shall be provided to the Township Manager or designee in a format consistent with State reporting requirements and regulations.

3.12 Manner of Collection

The contractor shall instruct the collection crews to make each collection with a minimum of noise and traffic delay, and all containers shall be handled as carefully and quietly as possible. The contractor is prohibited from blocking intersections with any vehicle equipment.

3.13 Acts of God and Natural Disasters

The contractor shall be excused without penalty from either collecting or cleaning the debris resulting from hurricanes, storms of unusually heavy winds, rain, snow, sleet, hail or other forces, other disasters or phenomena of nature or acts of God which result in blocking or closing streets or which result in the reproduction of substantial quantities of debris littering the streets and roads of the Bristol Township or any private roads and driveways necessary to be used during the collection.

3.14 Disposition of Municipal Waste, Recyclables, and Yard Waste

The contractor shall dispose of all remaining household solid waste, include bulk items at a facility which is permitted by PA DEP to accept such materials and is in compliance with all Federal, State, and County laws.

Contractor shall retain ownership of the recycling materials and shall deliver to an approved PA DEP recycling center.

Yard waste, which is collected, shall be delivered to a Pennsylvania Department of Environmental Protection, Bucks County, or Bristol Township approved composting facility. The Contractor shall pay all costs, including any tipping fees for the processing of yard waste at a composting facility.

3.15 Vehicles, Equipment and Personnel

The Contractor shall clearly display on both sides and back of vehicle a sign or placard, with lettering at least six inches high, properly identifying vehicle as one that picks up either residential solid waste, recyclable materials, or yard waste.

All vehicles for the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste shall be five (5) years of age or less when in use and must be compatible with the specifications for the township's trash carts. The lifters must be maintained so as to not cause damage to collection cart.

All vehicles for the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste shall be registered with, and conform to the requirements of Federal and Pennsylvania DOT regulations, the regulations of the Pennsylvania Department of Environmental Protection and the American National Standards Institute ANSI Z245.1 Standard for mobile Wastes and Recyclable Materials Collection, Transportation and Compaction Equipment Safety Requirements or its latest revision.

All solid waste and yard waste collection and transportation trucks shall be compaction types, completely enclosed and watertight. Subject to the prior approval of Bristol Township Municipality, the Contractor may employ equipment other than compaction type vehicles on streets whose width or height of obstructions precludes the use of such vehicles. The Contractor shall specify whether the vehicles used in the collection process are side, front or rear loading.

All recycling collection vehicles shall be completely enclosed and shall be designed so as to prevent spillage of recyclables.

All vehicles shall be equipped with the ability to communicate with the Contractor's garage and supervisor.

All vehicles shall be maintained in good working order and shall be constructed, used and maintained so as to reduce unnecessary noise, spillage and odor. In addition, all vehicles shall be of a uniform color and shall be in good repair. Bristol Township shall have the right to inspect all vehicles, at any time, during the term of this contract, and the Contractor shall comply with all reasonable requests relative to the maintenance and repair of said vehicles and other equipment used in the execution of this contract. All vehicles shall be equipped with a broom, shovel and floor dry to soak up spills.

Bristol Township may order any of the Contractor's vehicles used in the performance of the contract out of service if the vehicle is not maintained in accordance with the requirements of these Specifications. In such event, the Contractor shall replace such vehicle, at its sole cost and expense, with a conforming vehicle satisfactory to Bristol Township.

Numbers and Types of Vehicles:

Each bidder shall submit with his proposal a list of all vehicles and major items of equipment to be used or being used for collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste including the year, make, and body size. The list shall be updated whenever any changes occur in the vehicles and equipment being used.

Cleanup:

All vehicles shall be equipped with a broom, shovel and floor dry to soak up spills to clean up refuse that may be spilled or otherwise scattered during the process of collection, transportation or disposal.

Storage of Vehicles and Equipment:

The contractor shall store and park all vehicles and equipment at convenient and lawful locations at its expense. Contractor vehicles and equipment shall not be parked or stored on streets or roads of Bristol Township except during hours of collection or in the event of an emergency. In the latter case, Bristol Township shall be promptly notified, and the vehicle or equipment moved to a proper location as soon as possible after the emergency is ended.

Conduct of Employees:

Bristol Township Manager or authorized designee may request a suspension or discharge of any employee for any one or more of the following offenses during working hours, and the contractor shall comply with the request as soon as possible:

- A. Intoxication;
- B. Use of controlled substances (i.e. illicit drugs);
- C. Use of loud, profane, vulgar or obscene language;
- D. Any and all solicitation (gratuities, tips, beverages, etc.)
- E. Refusal to collect or handle refuse as herein required and defined if properly stored and placed for collection;
- F. Wanton or malicious damage or destruction of property, including waste containers or receptacles;
- G. Wanton or malicious scattering or spilling of wastes to be collected under this contract;
- H. Any act which may constitute a public nuisance in the performance of this contract.

3.16 Collection of Appliances Containing Chlorofluorocarbons (CFC's)

It is unlawful for any contractor in the course of collection, transportation or disposal of an appliance containing HCFC's and CFC's to knowingly vent or otherwise knowingly dispose of such appliance in a manner, which permits such CFC's to enter the environment. De minimis releases associated with good faith attempts to safely collect, transport or dispose of such appliances shall not be subject to the prohibition set forth in the preceding sentence. Bristol Township may require certification from contractor of compliance with Section 608(3) (c) National Recycling and Emission Reduction Program of the Clean Air Act, and/or evidence of compliance with all applicable state and federal regulations.

3.17 Contingencies

Non-performance of its obligations by the contractor which are substantial and or such as to endanger the health and welfare of the residents of Bristol Township may be sufficient cause for Bristol Township to terminate the contract and/or require performance under the performance bond of the contractor, provided however, that such option shall not be exercised if the non-performance is caused by the following:

Unavoidable casualties to more than a majority of the collection trucks of the contractor for a period not exceeding three continuous days or a strike or strikes or other labor disputes of the employees of the contractor which prevent operation of the contractor's collection trucks for a period not exceeding three continuous days; Legal acts of duly constituted public authorities, other than Bristol Township if such acts are not provoked by any act of omission or commission by the contractor; Any act of God and/or Nature Civil disturbances; and/or War.

Non-performance by the contractor for whatsoever reason, of whatsoever nature, and regardless of whether it is substantial and/or a menace to the health and welfare of the residents of Bristol Township, shall be just cause at the option of Bristol Township for a deduction Bristol Township on monies it expends to provide the services hereunder which would otherwise be due the contractor for performance hereunder, except:

1. The first two consecutive days or parts thereof, including Sundays and/or holidays of a bonafide strike or labor dispute as aforesaid by contractor's employees; and/or
2. The first seven consecutive days or parts thereof, including Sundays and/or holidays, or acts of God and/or Nature as a result of which a majority of the contractor's collection trucks are rendered inoperable.

EXHIBITS INCLUDED WITH SPECIFICATIONS

Exhibit A	Bid Documents Checklist
Exhibit B	Proposal Bid Form
Exhibit C	Bidder's Affidavit
Exhibit D	Non-Collusion Affidavit
Exhibit E	Bidder's Questionner
Exhibit T F	Vehicle Dedication Affidavit
Exhibit G	Affirmative Action Affidavit

Attachments Included with Specifications

Attachment A	Township Ordinance
Attachment B	Container Specifications

Exhibit A
BID DOCUMENTS CHECKLIST

- _____ Proposal Bid Form (Exhibit B)
- _____ Bidders Affidavit (Exhibit C)
- _____ Non-Collusion Affidavit (Exhibit D)
- _____ Bidder's Questionnaire (Exhibit E)
- _____ Vehicle Dedication Affidavit (Exhibit F)
- _____ Affirmative Action Affidavit (Exhibit G)
- _____ Consent of Surety (Section 1.12)
- _____ Vehicle Description List (Section 3.15)
- _____ A Bid Guarantee in the form of a Bid Bond or Certified Check in the amount of 10% of the bid made payable to Bristol Township (Section 1.13)

Name of Firm or Individual

Title

Signature

Date

**Exhibit B
PROPOSAL BID FORM**

SCHEDULE OF PRICES

BID

Once-weekly automated curbside solid waste collection and disposal, once -weekly bulk waste collection; once-weekly automated recycling curbside collection, delivery and disposal, once-weekly yard waste and composting from April 1 through December 15 with two pickups in January (for Christmas Trees), by equipment and personnel. Contractor shall pay solid waste and recycling materials disposal costs and yard waste processing cost. Contractor to use Monday through Friday collections. Residences scheduled for solid waste, recycling, and yard waste collection on a holiday as defined in section 3.04 shall have collection service on the next business day following the holiday. All subsequent collection services for the week shall be delayed by one day.

CONTAINERS

As per Section 1.02: The contractor agrees to provide and remove, including disposal costs, a total of fifty (50), thirty (30) cubic yard containers per year at no additional cost. Any container provided in excess of fifty (50) will be charged at the fee of \$450.00 each.

RECREATIONAL FACILITIES

Collect and dispose of waste and recyclables from the Bristol Township Recreational facilities as defined in the Bristol Township Specifications Section 1.05, contractor shall pay disposal costs.

Year 3-year contract

2019: _____

2020: _____

2021: _____

Year 5-year contract

2019: _____

2020: _____

2021: _____

2022: _____

2023: _____

Company Name: _____

Address: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Phone: _____ Fax: _____

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit (Exhibit C).

Exhibit C
BIDDERS AFFIDAVIT

I, _____ being duly sworn, depose that I reside at
_____, _____, and that I am the
_____ of _____.

(Title)

(Name of Bidder)

I am duly authorized to sign the bid and that the bid is the true offer of the bidder, that the seal attached thereto is the seal of the bidder, and that each, every and all the declarations and statements contained in the bid and any and all affidavits, questionnaires and documents submitted pursuant to the proposal for bids are true and accurate to the best of my knowledge and belief.

(Affiant)

Subscribed and sworn before me

This _____ day of _____ 2018.

(Notary Public)

My commission expires: _____

SEAL

Exhibit D
NON-COLLUSION-AFFIDAVIT

STATE OF _____)

SS:

COUNTY OF _____)

I, _____, being duly sworn, depose and say that I am
(Affiant)

(sole owner, a partner, president, secretary, etc.)

of _____
(Bidder's name)

the party making the foregoing bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any person, to fix the bid price of affiant or other bidder, or to fix overhead, profit or cost element of said bid price, or of that any other bidder, or to secure any advantage against Bristol Township or any person interested in the proposed contract; and that all statements contained in such bid are true; and further that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association of to any member or agent thereof.

(Affiant)

Sworn and subscribed to before me
this _____ day of _____, 2018.

(Notary Public)

(Seal)

My commission expires _____

Exhibit E
BIDDER'S QUESTIONNAIRE

Each bidder shall provide the following information as an integral part of his or its bid; and failure to answer all questions will render such bid as irregular and non-responsive.

1. How many years' experience in the collection of municipal solid waste has your organization (bidder and/or bidder's parent subsidiary or affiliated corporations) had?

2. List the municipalities you or your organization are now providing collection services for, the number of units serviced in each municipality and the names of the responsible municipal official in each to whom you report:

Municipality

Number of Units Serviced

Report to

3. Indicate the local telephone number for your office which will be available to receive service calls from both the residents of the township and township officials.

4. What equipment do you intend to obtain and use for the performance of the service contract? (Attach separate sheet with year, make and body size.)

5. Have you or your organization, or any partners or officers thereof, failed to complete a municipal collection contract or defaulted under any such contract? Is so, where?

6. Is your company associated with any other companies directly and/or indirectly?
(yes_____ no_____) if so, give details.

7. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a municipal collection contract withdraw your bid, his or its bid? If so, for what reason?

8. Did you or your organization, or any partners or officers thereof, when the lowest bidder on a municipal collection contract, attempt to sell such bid? If so, for what reason?

9. Have you or your organization, or any partners or officers thereof been a party to any law suits or legal actions, whether for a civil or criminal nature, arising out of or involving bid contracts or the performance thereof? If so, give details and disposition of the matter.

10. Are there any unsatisfied judgments recorded against you, your organization or any partners or officers thereof? If so, give details, including the name and address of each judgment creditor; and the amount of each judgment.

Dated: _____

Bidder: _____

By: _____

Title: _____

Exhibit F
VEHICLE DEDICATION AFFIDAVIT

STATE OF PENNSYLVANIA

COUNTY OF BUCKS:

I, _____ am the _____
(Name of Affiant) (Identify Relationship to Bidder)

of the _____ and being duly sworn, I depose and say:
(Name of Bidder)

At all times during the performance of the collection contract, the undersigned agrees to commit, for use only in Bristol Township, the number of collection vehicles reasonably calculated to ensure safe, adequate and proper service. It is further warranted that in the event that dedication of vehicles for use only in Bristol Township is not feasible, that Bristol Township will not be responsible for disposal costs for waste generated outside Bristol Township.

I also understand and agree that failure to comply with the representations contained herein shall be cause for breach of contract and will entitle Bristol Township to damages arising there from.

All statements contained in this affidavit are true and correct and made with full knowledge that Bristol Township relies upon the truth of the statements contained in this affidavit and in said Bid Proposal in signing the contract for the said project.

Name of Firm or Individual Title

Signature Date

Subscribed and sworn to before me this _____ day of _____ 2013.

Notary Public

My commission expires: _____

Exhibit G
AFFIRMATIVE ACTION AFFIDAVIT

I, _____, being duly sworn, depose and say that I reside
(Name of Affiant)
at _____, and that I am the _____ of
(Title)
_____. In such capacity and for and on behalf of
(Company)
_____ it is hereby affirmed and agreed as follows:

1. _____ will not discriminate against an
(Name of Bidder)
employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or sex.

2. _____ will take affirmative action to insure that
(Name of Bidder)
all applicants are recruited and employed and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or sex. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

3. _____ will in all solicitations or advertisements for
(Name of Bidder)
employees placed by or on behalf of _____ state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or sex.

(Affiant)

(Name of Company)

Sworn and subscribed to before me this _____ day of _____, 2018.

My commission expires _____

(Notary Public in and for County)

Chapter 170
SOLID WASTE

ARTICLE I
Recycling

- § 170-1. Short title.
- § 170-2. Definitions.
- § 170-3. Recycling at residential properties.
- § 170-4. Commercial, industrial, institutional, and municipal establishments and community activity recycling.
- § 170-5. Recycling at multifamily housing properties.
- § 170-6. Yard and leaf waste.
- § 170-7. Collection by unauthorized persons.
- § 170-8. Alternative collection of recyclable materials.
- § 170-9. Enforcement.
- § 170-10. Violations and penalties.

ARTICLE II
Municipal Waste Management

- § 170-11. Short title.
- § 170-12. Definitions.
- § 170-13. Municipal waste management at all properties.
- § 170-14. Municipal waste management at residential properties.
- § 170-15. Municipal waste management at multifamily housing properties, commercial, industrial and institutional establishments and community activities.
- § 170-16. Residential collection fees.
- § 170-17. Outdoor burning prohibited.

- § 170-18. Prohibited acts.
- § 170-19. Duties of solid waste coordinator.
- § 170-20. Enforcement.
- § 170-21. Violations and penalties.

ARTICLE III
(Reserved)

- § 170-22. (Reserved)
- § 170-23. (Reserved)
- § 170-24. (Reserved)
- § 170-25. (Reserved)
- § 170-26. (Reserved)
- § 170-27. (Reserved)
- § 170-28. (Reserved)
- § 170-29. (Reserved)
- § 170-30. (Reserved)
- § 170-31. (Reserved)
- § 170-32. (Reserved)
- § 170-33. (Reserved)
- § 170-34. (Reserved)

ARTICLE IV
(Reserved)

- § 170-35. (Reserved)
- § 170-36. (Reserved)
- § 170-37. (Reserved)
- § 170-38. (Reserved)
- § 170-39. (Reserved)
- § 170-40. (Reserved)
- § 170-41. (Reserved)
- § 170-42. (Reserved)

§ 170-43. (Reserved)

§ 170-44. (Reserved)

§ 170-45. (Reserved)

§ 170-46. (Reserved)

§ 170-47. (Reserved)

ARTICLE V

Collection and Licensing of Collectors

§ 170-48. Title.

§ 170-49. Definitions and word usage.

§ 170-50. Designation of processing and disposal facilities; contracts.

§ 170-51. Prohibited acts.

§ 170-52. Standards for collection vehicles; inspection.

§ 170-53. Licensing requirements.

§ 170-54. Reporting requirements.

§ 170-55. Violations and penalties; revocation of license.

§ 170-56. Injunctive relief.

§ 170-57. Higher standards to govern.

[HISTORY: Adopted by the Township Council of the Township of Bristol as indicated in article histories. Amendments noted where applicable.]

GENERAL REFERENCES

Storage of hazardous materials — See Ch. 117, Art. I.
Littering — See Ch. 126.

Property maintenance — See Ch. 150.
Tire and rubber storage — See Ch. 183.

ARTICLE I

Recycling

[Adopted 1-24-2008 by Ord. No. 2008-03¹]

§ 170-1. Short title.

The title of this article shall be the "Bristol Township Recycling Ordinance," and the same may be cited in that manner.

§ 170-2. Definitions.

A. The following words and phrases, as used in this article, shall have the meaning ascribed to them herein, unless the context clearly indicates a different meaning:

ACT 90 — The Pennsylvania Waste Transportation Safety Act of 2002 (P.L. 596, No. 90, June 29, 2002).²

ACT 97 — The Pennsylvania Solid Waste Management Act of 1980 (P.L. 380, No. 97, July 7, 1980).³

1. Editor's Note: This ordinance also repealed former Art. I, Recycling, adopted 4-17-1990 by Ord. No. 90-9, as amended; former Art. II, Rules for Recycling in Multifamily Dwelling Units, adopted 8-21-1990 by Res. No. 125-90; and former Art. III, Rules for Recycling by Commercial, Municipal and Institutional Establishments and at Community Activities, adopted 8-21-1990 by Res. No. 126-90, as amended.

2. Editor's Note: See 27 Pa.C.S.A. § 6201 et seq.

3. Editor's Note: See 35 P.S. § 6018.101 et seq., as amended.

ACT 101 — The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 1988-101, July 28, 1988).⁴

ALUMINUM CONTAINERS — Empty all-aluminum beverage and food containers.

BULK WASTE — Large items of refuse, including, but not limited to, furniture, carpet, and appliances, which may require collection in other than conventional compactor refuse collection vehicles.

BIMETALLIC CONTAINERS — Empty food or beverage containers consisting of ferrous sides and bottoms and aluminum tops.

COMMERCIAL ESTABLISHMENT — Any establishment engaged in a nonmanufacturing or nonprocessing business, including, but not limited to, stores, markets, offices, restaurants, shopping centers and theaters.

COMMUNITY ACTIVITY — Events that are sponsored by public or private agencies or individuals that include, but are not limited to, fairs, bazaars, socials, picnics, carnivals, and organized sporting events attended by 200 or more individuals per day.

CORRUGATED PAPER — Structural paper material with an inner core shaped in ridged parallel furrows and ridges.

CURBSIDE RECYCLING COLLECTION — The scheduled collection and transportation of recyclable materials placed at the curb or street line by persons residing at a residential property.

GLASS CONTAINERS — Bottles and jars made of clear, green, or brown glass. Expressly excluded are noncontainer glass, plate glass, blue glass, and porcelain and ceramic products.

INDUSTRIAL ESTABLISHMENT — Any establishment engaged in manufacturing or production activities, including, but not limited to, factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.

INSTITUTIONAL ESTABLISHMENT — Any establishment or facility engaged in services, including, but not limited to, hospitals, nursing homes, schools and universities.

LEAF WASTE — Leaves, garden residues, shrubbery and tree trimmings, and similar materials, but not including grass clippings.

LICENSED COLLECTOR or LICENSED WASTE HAULER — A person who has written authorization from the PADEP under Act 90 to collect, haul, transport and dispose of municipal waste.

MAGAZINES AND PERIODICALS — Printed matter containing miscellaneous written pieces published at fixed or varying intervals, Expressly excluded are all other paper products, of any nature whatsoever.

4. Editor's Note: See 53 P.S. § 4000-101 et seq.

MANAGING DIRECTOR — The duly appointed Managing Director of the Township of Bristol, Bucks County, Pennsylvania.

MULTIFAMILY HOUSING PROPERTY — Property containing more than four dwelling units in one building, and all dwellings within the building shall have common ownership.

MUNICIPAL WASTE — Any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial, or institutional establishments and from community activities, and any sludge not meeting the definition of "residual or hazardous waste" under Act 97 from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant, or air pollution control facility. The term does not include any source-separated recyclable materials.

NEWSPRINT — Paper of the type commonly referred to as "newspaper" and distributed at fixed or varying intervals, having printed thereon news and/or opinions, containing advertisements and other matters of public interest; expressly excluded, however, is newsprint which has been soiled.

OFFICE PAPER — All white paper, bond paper, and computer paper used in commercial, industrial, institutional and municipal establishments.

PERSON — Any individual, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, federal government or agency, state institution or agency, or any other legal entity recognized by law as the subject of rights and duties. In any provisions of this article prescribing a fine, imprisonment, or penalty or any combination of the foregoing, the term "person" shall include the officers and directors of any corporation or other legal entity having officers and directors.

PLASTIC — Empty plastic food and beverage containers. Due to the large variety of types of plastic, the recycling regulations may stipulate specific types of plastic which may be recycled.

RECYCLABLE MATERIALS — Those materials specified by the Township for separate collection in accordance with recycling regulations. Such materials may include, but shall not be limited to, leaf waste, yard waste, glass containers, aluminum containers, steel containers, bimetallic containers, office paper, newsprint, corrugated paper, and plastics.

RECYCLING — The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed of or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the generation of energy.

RESIDENTIAL PROPERTY — All properties used for residential purposes, regardless of the number of dwelling units, except for multifamily housing properties.

SOURCE-SEPARATED RECYCLABLE MATERIALS—Materials, including leaf waste, that are separated from municipal waste at the point of origin or generation for the purpose of recycling.

STEEL CONTAINERS—Empty ferrous or “tin” food or beverage containers.

TOWNSHIP — The Township of Bristol, Bucks County, Pennsylvania.

YARD WASTE—Leaf waste, as defined above, and grass clippings.

- B. For the purpose of this article, the singular shall include the plural, and the masculine shall include the feminine and neuter.

§ 170-3. Recycling at residential properties. [Amended 12-19-2013 by Ord. No. 2013-05]

- A. Bristol Township, or an authorized person or persons under contract by the Township, shall collect, transport, process and dispose of all source-separated recyclable materials generated at residential properties within the Township. In the event that the Township, or an authorized person or persons under contract by the Township, does not collect, transport, process or dispose of all source-separated recyclable materials, then all persons owning or occupying residential properties shall contract directly with a licensed collector or licensed waste hauler for such services.
- B. Separation of materials. All persons residing in a residential property shall separate recyclable materials from municipal waste. “Recyclable materials” shall mean those materials specified by the Township in accordance with recycling regulations. Such materials may include but shall not be limited to yard waste, glass containers, aluminum containers, bimetallic containers, steel containers, newsprint, corrugated paper, and plastic.
- C. Placement of containers. Residential recycling shall be placed in the roll-out container provided by the hauler or Township designated for household recycling. Recycling containers provided by the hauler or Township shall be used only for the disposal of household recycling from households located within the Township. In the event that the wheeled recycling container furnished by the Township or hauler is damaged, altered, lost or destroyed through the negligence of the person to whom the container was assigned, the person shall reimburse the Township or hauler for the cost of a replacement container. All containers must be kept clean by the customer. Containers provided to such dwellings for collection of recyclable materials shall be the property of the Township and shall be used only for the collection of recyclable materials. The recycling container is assigned to the individual home. The container must stay with the location even with the sale of the property. Use of recycling containers for any purpose other than the designated recycling program or use of the recycling containers by any person other than the person allocated such container(s) shall be a violation of this article. Recyclable materials shall be placed inside the container with the lid closed.

Recyclable materials shall be placed at the curb or street line, or at an area designated by the Township, separate from municipal waste, for collection at such times and dates as may be hereinafter established by regulation. Recyclable materials must be placed at least three feet from the municipal waste at the curb or street line or at an area designated by the Township. Cardboard boxes shall be collapsed prior to being placed for collection in recycling container. Cardboard boxes that are too large for containers shall be collapsed prior to being placed for collection curbside.

[Amended 12-19-2013 by Ord. No. 2013-05]

- D. Times for placement and removal of containers. Recycling containers shall be stored on the owner's property and shall not be placed at the curb or street line, or at an area designated by the Township, for collection before 6:00 p.m. on the evening preceding a scheduled collection day. Empty containers shall be removed from the curb by 10:00 p.m. on the day of collection. Recycling containers shall not be kept at the curb or street line, or at an area designated by the Township, between scheduled collections, and they shall be stored on the owner's property in such location to be unseen from public streets or roads or from the front yards of immediate neighboring properties.

§ 170-4. Commercial, industrial, institutional, and municipal establishments and community activity recycling.

- A. All commercial, industrial, institutional, and municipal establishments and community activities shall separate recyclable materials from municipal waste.
- B. All commercial, industrial, institutional, and municipal establishments shall recycle corrugated paper, office paper, and aluminum containers.
- C. All community activities shall recycle aluminum containers, glass containers, bimetallic containers, steel containers, and plastic.
- D. All persons owning commercial, industrial, institutional, or municipal establishments and all organizers of community activities shall establish, implement, and manage a program for the recycling of recyclable materials generated at their properties or community activities in accordance with the provisions of this chapter, any applicable municipal ordinance, the Revised County Plan, Act 90, Act 101, the minimum standards and requirements established in Chapter 285 of the PADEP Municipal Waste Management Regulations, any applicable Bucks County Department of Health regulations, and/or any other federal, state, or local regulations.
- E. Frequency of collection. The recyclable materials for all commercial, industrial, institutional, and municipal establishments shall be collected as often as required by generated volumes and environmental conditions, but not less than once a month.
- F. Reporting. All commercial, industrial, institutional, or municipal establishments are required to submit a recycling report, at such time as the Township may deem appropriate, to the Managing Director on forms provided by the Township.

§ 170-5. Recycling at multifamily housing properties.

- A. All persons residing at multifamily housing properties shall separate recyclable materials from municipal waste.
- B. All persons residing in multifamily housing properties shall recycle those materials specified by the Township for separate collection in accordance with recycling regulations. Such recyclable materials may include, but shall not be limited to, the following items: glass containers, aluminum containers, bimetallic containers, steel containers, newsprint, corrugated paper, and plastic.

- C. All persons owning or managing multifamily housing properties shall establish, implement, and manage a program for the recycling of recyclable materials generated at their properties in accordance with the provisions of this chapter, any applicable municipal ordinance, the Revised County Plan, Act 90, Act 101, the minimum standards and requirements established in Chapter 285 of the PADEP Municipal Waste Management Regulations, any applicable Bucks County Department of Health regulations, and/or any other federal, state, or local regulations.
- D. The owner or manager shall inform all persons residing at the multifamily housing property of the program, including the dates, times, and location of collection, the items

[Text continued on p. 170:7]

to be recycled, and the method of collection. Such information shall be provided by the owner to all persons not less than once per year and to all new persons at the time of occupancy.

- E. Frequency of collection. The recyclable materials for all multifamily housing properties shall be collected as often as required by generated volumes and environmental conditions, but not less than once a month.
- F. Reporting. All multifamily housing properties are required to submit a recycling report at such time as the Township may deem appropriate, to the Managing Director, on forms provided by the Township.

§ 170-6. Yard and leaf waste.

All persons residing in a residential property shall separate yard waste from municipal waste for on site mulching or on site composting or for disposal or processing at a composting facility in accordance with recycling regulations. All persons owning or managing multifamily residential properties, commercial, institutional, industrial and municipal establishments shall separate leaf waste from municipal waste for processing at a composting facility.

§ 170-7. Collection by unauthorized persons.

It shall be a violation of this article for any persons, unauthorized by the Township, to collect or pick up or cause to be collected or picked up any such recyclable materials at any property within the Township. Each such collection in violation hereof shall constitute a separate and distinct offense punishable as hereinafter provided.

§ 170-8. Alternative collection of recyclable materials.

Any person may donate or sell recyclable materials to individuals or organizations. These materials must be delivered to the site of such individual or organization.

§ 170-9. Enforcement.

The Managing Director, the Managing Director's designee, and sworn Bristol Township police officers are hereby authorized and directed to enforce the Bristol Township Recycling Regulations.

§ 170-10. Violations and penalties.

Any person who shall violate any provision of this article, upon conviction thereof, be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this article continues or each section of this article which shall be found to have been violated shall constitute a separate offense. For purposes of this section, the doing of any act or thing prohibited by any provision of this article, or the failure to do any act or thing as to which any provision of this article, creates any affirmative duty, shall constitute a violation of this article

punishable as herein stated. Bristol Township may petition the Bucks County Court of Common Pleas for an injunction, either mandatory or prohibitive, in order to enforce any of the provisions of this article.

ARTICLE II
Municipal Waste Management
[Adopted 1-24-2008 by Ord. No. 2008-02^s]

§ 170-11. Short title.

The title of this article shall be the "Bristol Township Municipal Waste Management Ordinance," and the same may be cited in that manner.

§ 170-12. Definitions.

- A. The following words and phrases, as used in this article, shall have the meaning ascribed to them herein, unless the context clearly indicates a different meaning:

ACT 90 — The Pennsylvania Waste Transportation Safety Act of 2002 (P.L. 596, No. 90, June 29, 2002).⁶

ACT 97 — The Pennsylvania Solid Waste Management Act of 1980 (P.L. 380, No. 97, July 7, 1980).⁷

ACT 101 — The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 1988-101, July 28, 1988).⁸

COMMERCIAL ESTABLISHMENT — Any establishment engaged in a nonmanufacturing or nonprocessing business, including, but not limited to, stores, markets, offices, restaurants, shopping centers and theaters.

COMMUNITY ACTIVITY — Events that are sponsored by public or private agencies or individuals that include, but are not limited to, fairs, bazaars, socials, picnics, carnivals, and organized sporting events attended by 200 or more individuals per day.

COUNTY — The County of Bucks, Pennsylvania.

DETACHABLE CONTAINER or MECHANICAL BIN — Any container which may be mechanically lifted and emptied into the collection vehicle.

DISPOSAL — The depositing, injecting, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air or is discharged to the waters

5. Editor's Note: This article also repealed former Art. IV, Solid Waste Management, adopted 8-21-1990 by Ord. No. 90-21 as amended.

6. Editor's Note: See 27 Pa.C.S.A. § 6201 et seq.

7. Editor's Note: See 35 P.S. § 6018.101 et seq.; as amended.

8. Editor's Note: See 53 P.S. § 4000.101 et seq.

of the Commonwealth of Pennsylvania. Disposal facilities include, but are not limited to, municipal waste landfills and construction demolition waste landfills as defined by Act 101, Act 97, and/or Department of Environmental Protection (DEP) rules and regulations (e.g., 25 Pa. Code Chapters 75 and 271).

GARBAGE — Animal and vegetable waste resulting from the handling, preparation, cooking and serving of foods. It does not include wastes from industrial processing or manufacturing of food products, bodies of dead animals, or human and animal excrement.

GOVERNING BODY — The elected officials of the Township of Bristol, Bucks County, Pennsylvania.

INDUSTRIAL ESTABLISHMENT — Any establishment engaged in manufacturing or production activities, including, but not limited to, factories, foundries, mills, processing plants, refineries, mines, and slaughterhouses.

INSTITUTIONAL ESTABLISHMENT — Any establishment or facility engaged in services, including, but not limited to, hospitals, nursing homes, schools and universities.

LEAF WASTE — Leaves, garden residues, shrubbery and tree trimmings, and similar materials, but not including grass clippings.

LICENSED COLLECTOR or **LICENSED WASTE HAULER** — A person who has written authorization from the PADEP under Act 90 to collect, haul, transport and dispose of municipal waste.

MULTIFAMILY HOUSING PROPERTY — Property containing more than four dwelling units in one building, and all dwellings within the building shall have common ownership.

MUNICIPAL WASTE — Any garbage, refuse, industrial lunchroom or office waste and other material including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities, and any sludge not meeting the definition of residual or hazardous waste under Act 97 from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant, or air pollution control facility. The term does not include any source-separated recyclable materials.

PERSON — Any individual, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, federal government or agency, state institution or agency, or any other legal entity recognized by law as the subject of rights and duties. In any provisions of this article prescribing a fine, imprisonment, or penalty or any combination of the foregoing, the term "person" shall include the officers and directors of any corporation or other legal entity having officers and directors.

PROCESSING — Any technology used for the purpose of reducing the volume or bulk of municipal or residual waste or any technology used to convert part or all of such materials for off-site reuse. Processing facilities include, but are not limited to, transfer facilities, recycling facilities, composting facilities, and resource recovery facilities.

RECYCLABLE MATERIALS — Those materials specified by the Township for separate collection in accordance with recycling regulations. Such materials may include, but shall not be limited to, leaf waste, yard waste, glass containers, aluminum containers, steel containers, bimetallic containers, office paper, newsprint, corrugated paper, and plastics.

RECYCLING — The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the generation of energy.

REFUSE — All solid wastes, except body wastes, and shall include, but is not limited to, garbage, ashes, bulk waste and rubbish, except that refuse shall specifically exclude hazardous waste and source-separated recyclable materials.

RESIDENTIAL PROPERTY — All properties used for residential purposes, regardless of the number of dwelling units, except for multifamily housing properties.

RESIDUE — Solid materials remaining after burning, including but not limited to ashes, metals, glass, ceramics, and unburned organic substances.

RUBBISH — Solid waste exclusive of garbage (e.g., nonrecyclable glass, metal, paper or plastic and noncompostable plant material, wood or nonputrescible solid waste).

SCAVENGING — The unauthorized and uncontrolled removal of any material stored or placed at a point for subsequent collection or from a processing or disposal facility.

SOLID WASTE — Garbage, refuse and other discarded solid materials, including, but not limited to, solid waste materials resulting from industrial, commercial and agricultural operations and from community activities. Liquids, semisolids, and contained gaseous materials are hereby defined as solid waste. It shall not include solids or dissolved material in domestic sewage or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants. In addition, it shall not include hazardous waste.

SOLID WASTE MANAGEMENT — The purposeful systematic control of the storage, collection, transportation, processing and disposal of solid waste.

SOURCE-SEPARATED RECYCLABLE MATERIAL — Material, including leaf waste, which is separated from municipal waste at the point of origin or generation for the purpose of recycling.

TOWNSHIP — The Township of Bristol, Bucks County, Pennsylvania.

TRANSFER STATION — A fixed facility used for receiving refuse from collection trucks and placing it in large-volume, long-haul vehicles.

TRANSPORTATION — The off-site removal of any municipal waste at any time after generation.

YARD WASTE—Leaf waste, as defined above, and grass clippings.

- B. For the purpose of this article, the singular shall include the plural and the masculine shall include the feminine and neuter.

§ 170-13. Municipal waste management at all properties.

- A. All persons shall store, collect, haul, transport, process and dispose of any municipal waste in accordance with the provisions of this article, any applicable municipal ordinance, the Revised County Plan, Act 90, Act 101, the minimum standards and requirements established in Chapter 285 of the PADEP Municipal Waste Management Regulations, any applicable Bucks County Department of Health regulations, and/or any other federal, state, or local regulations.
- B. No person owning or occupying any property within the Township shall permit any municipal waste to accumulate for a period of longer than seven days.
- C. It shall be unlawful to keep or allow in or about any dwelling or upon any land or other premises within the municipality solid waste of any kind which is obnoxious or offensive by reason of dust or odor, or which attracts insects and vermin, except in covered receptacles. The cover shall be tight and flyproof, and it shall be unlawful to retain accumulation of any said solid waste so as to constitute a menace to the health and safety, it being a presumption that such a menace exists when more than seven days have elapsed after such solid waste is originally retained, accumulated or permitted to accumulate, and nothing herein contained shall be construed to permit the retention of any solid waste which is or becomes obnoxious or offensive by reason of dust or odor or which attracts insects or vermin.
- D. No volatile liquids, explosives, radioactive material or containers which would explode upon contact with heat or fire shall be placed for collection, except small (retail-sold) spray cans.
- E. No hazardous waste shall be stored or placed for collection on residential properties except for small quantities of such waste normally found in the household and available on a retail basis to the homeowner.

§ 170-14. Municipal waste management at residential properties. [Amended 12-19-2013 by Ord. No. 2013-05]

- A. Bristol Township, or an authorized person or persons under contract by the Township, shall collect, transport, process and dispose all municipal waste generated at residential properties within the Township. In the event that the Township, or an authorized person or persons under contract by the Township, does not collect, transport, process or dispose municipal waste, then all persons owning or occupying residential properties shall contract directly with a licensed collector or licensed waste hauler for such services.
- B. All persons owning and occupying residential properties shall make municipal waste available for collection at such times and dates as may be established by regulation.
- C. All persons shall provide a sufficient number of containers for the collection and storage of municipal waste.
- D. Preparation for collection residential garbage shall be placed in the roll-out container

provided by the hauler or Township designated for household garbage. Trash and garbage not placed in a hauler or Township provided container shall not be collected by the hauler and must be removed by the property owner. Solid waste containers provided by the hauler or Township shall be used only for the disposal of household garbage from households located within the Township. In the event that the wheeled solid waste container furnished by the Township or hauler is damaged, altered, lost or destroyed through the negligence of the person to whom the container was assigned, the person shall reimburse the Township or hauler for the cost of a replacement container. All containers must be kept clean by the customer. Municipal waste shall be placed inside the container with the lid closed. Containers provided to such dwelling for collection of household garbage shall be the property of Township and shall be used only for the collection of household garbage. The roll-out container is assigned to the individual home. The container must stay with the location even with the sale of the property. Use of household garbage containers for any purpose other than the disposal of household garbage or use of the roll-out containers by a person other than the person allocated such container(s) shall be a violation of this article. **[Amended 12-19-2013 by Ord. No. 2013-05]**

- E. Placement of municipal waste and containers. Municipal waste and containers shall be placed at the curb or street line or at an area designated by the Township, separate from recyclable materials for collection, at such times and dates as may be hereinafter established by regulation. Municipal waste and containers shall not be placed in a location which obstructs a public sidewalk or which impedes clear vision for motorists.
- F. Times for placement and removal of containers. Municipal waste and containers shall be stored on the owner's property and shall not be placed at the curb or street line, or at an area designated by the Township, for collection before 6:00 p.m. on the evening preceding a scheduled collection day. Empty containers shall be removed from the curb by 10:00 p.m. on the day of collection. Containers shall not be kept at the curb or street line or at an area designated by the Township between scheduled collections, and they shall be stored on the owner's property in such location to be unseen from public streets or roads or from the front yards of immediate neighboring property.
- G. When detachable containers or mechanical bins are in use, they shall be easily accessible to the collection vehicle.

§ 170-15. Municipal waste management at multifamily housing properties, commercial, industrial and institutional establishments and community activities.

- A. All persons owning or managing multifamily housing properties and commercial, industrial, institutional, or municipal establishments and all organizers of community activities shall establish, implement, and manage a program for the storage, collection, transportation, processing and disposal of municipal waste generated at their properties or community activities in compliance with § 170-13 above.
- B. Frequency of collection. Municipal waste for all commercial, industrial, institutional, and municipal establishments, and multifamily housing properties, shall be collected as often as required by generated volumes and environmental conditions, but not less than once a week.

§ 170-16. Residential collection fees.

- A. The fees for the collection and disposal of refuse shall be as established from time to time by resolution of the Council of the Township of Bristol. The fee shall be a charge upon each residential dwelling unit in the Township of Bristol. The owners of every dwelling unit shall be legally obligated to see to the payment of said charge. All sums so collected shall be paid over to the Township Treasurer for deposit in a separate fund to be allocated for the payment of any and all contracts with authorized residential

[Text continued on p. 170:13]

collectors for services rendered under the terms of this article and under appropriate contracts with them. In the event that said fund does not contain sufficient sums of money to meet the obligations under contracts with authorized residential collectors, the cost of collection of the fees provided for herein or administrative costs relating to the collection of refuse, then such additional sums of money as are required to meet said cost shall be supplied from the general fund of the Township upon legal appropriation of funds for said purpose.

- B. The fee shall be payable annually at the office of the Treasurer of the Township of Bristol or to such other person as is designated by the Council as the agent for the collection thereof. All accounts for the payment of the fee shall be the legal obligation of the owners of the residential properties serviced, and if the same is unpaid within 60 days from the date due, said account shall be considered delinquent and service of waste collection may be stopped at the direction of the Managing Director without further notice. Further, the Township of Bristol may proceed for the collection of delinquency, after appropriate legal notice thereof, by an action in assumpsit and/or lien as provided by law. The provisions of this section shall not operate unless and until the municipality provides by ordinance that some or all of the waste collection in the Township shall be performed by authorized contracted collectors.

§ 170-17. Outdoor burning prohibited.

No person shall burn or cause to be burned outdoors for purposes of disposal any municipal waste, yard waste, or recyclable materials.

§ 170-18. Prohibited acts.

- A. It shall be unlawful for any person to scavenge any materials delivered and deposited for disposal except as may be provided for in the municipality's solid waste rules and regulations promulgated under this article.
- B. It shall be unlawful for any person to salvage or reclaim any solid wastes except at a properly permitted facility in which salvage is an integral plan of operation.
- C. It shall be unlawful to make garbage available for animal consumption unless such refuse has been heat-treated to kill any harmful agents therein.
- D. It shall be unlawful for any person to use, maintain or operate an open dump.
- E. It shall be unlawful for any person to incinerate any solid waste within the Township of Bristol.
- F. No person, firm or corporation shall throw or cause to be thrown upon any street or other public place or upon the land of another any garbage, wastepaper, bottles, metal sweepings, ashes, tin cans, nails, discarded or personal property or trash and rubbish of any kind, nor interfere with, scatter or disturb the contents of any receptacle containing garbage, household waste or rubbish which has been placed upon any sidewalk or elsewhere for the collection of the contents thereof.

- G. It shall be unlawful for any person to allow any abandoned vehicle to remain upon any public or private property more than 48 hours. Vehicles in salvage yards shall not be considered abandoned.
- H. It shall be unlawful for any person unauthorized by the Township to collect or pick up or cause to be collected or picked up any recyclable materials.

§ 170-19. Duties of solid waste coordinator.

The Department/Coordinator shall be responsible for the preparation of all necessary plans for solid waste management and shall coordinate these plans with other local, county, state and federal agencies. These plans shall control the collection, storage, transportation, processing and disposal of all solid waste materials. In accordance with all the pertinent statutes, rules and regulations of the Commonwealth of Pennsylvania, the Department/Coordinator shall:

- A. Arrange for solid waste collection, storage, transportation and disposal services through authorized contracted collectors and approve and regulate the establishment, maintenance and operation of private solid waste collection, storage, transportation and disposal services.
- B. Aid and assist the commonwealth in the application and enforcement of rules and regulations pertaining to solid waste management.
- C. Enforce such local rules and regulations pursuant to § 170-20 of this article as are necessary to implement and to carry out the intent of this article.
- D. Enforce this article by issuing warning notices and initiating proceedings against violators of this article and its appurtenant rules and regulations.

§ 170-20. Enforcement.

The Managing Director, the Managing Director's designee, and sworn Bristol Township police officers are hereby authorized and directed to enforce the Bristol Township Municipal Waste Management Ordinance.

§ 170-21. Violations and penalties.

Any person who shall violate any provision of this article, upon conviction thereof, be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this article continues or each section of this article which shall be found to have been violated shall constitute a separate offense. For purposes of this section, the doing of any act or thing prohibited by any provision of this article or the failure to do any act or thing as to which any provision of this article creates any affirmative duty shall constitute a violation of this article punishable as herein stated. Bristol Township may petition the Bucks County Court of Common Pleas for an injunction, either mandatory or prohibitive, in order to enforce any of the provisions of this article.

ARTICLE III
(Reserved) ⁹

§ 170-22. (Reserved)

§ 170-23. (Reserved)

§ 170-24. (Reserved)

§ 170-25. (Reserved)

§ 170-26. (Reserved)

§ 170-27. (Reserved)

§ 170-28. (Reserved)

§ 170-29. (Reserved)

§ 170-30. (Reserved)

§ 170-31. (Reserved)

§ 170-32. (Reserved)

§ 170-33. (Reserved)

§ 170-34. (Reserved)

9. Editor's Note: Art. III, Rules for Recycling by Commercial, Municipal and Institutional Establishments and at Community Activities, adopted 8-21-1990 by Res. No. 126-90 and consisting of §§ 170-20 through 170-24, was repealed 1-24-2008 by Ord. No. 2008-03.

ARTICLE IV
(Reserved) ¹⁰

§ 170-35. (Reserved)

§ 170-36. (Reserved)

§ 170-37. (Reserved)

§ 170-38. (Reserved)

§ 170-39. (Reserved)

§ 170-40. (Reserved)

§ 170-41. (Reserved)

§ 170-42. (Reserved)

§ 170-43. (Reserved)

§ 170-44. (Reserved)

§ 170-45. (Reserved)

§ 170-46. (Reserved)

§ 170-47. (Reserved)

10. Editor's Note: Former Art. IV, Solid Waste Management, adopted 8-21-1990 by Ord. No. 90-21, as amended, and consisting of §§ 170-25 through 170-47, was repealed 1-24-2008 by Ord. No. 2008-02.

ARTICLE V
Collection and Licensing of Collectors
[Adopted 1-21-1992 by Ord. No. 92-2]

§ 170-48. Title. [Amended 5-17-2007 by Ord. No. 2007-06]

This article shall be known and referred to as the "Municipal/Waste Collection and Transportation Ordinance of Bristol Township."

§ 170-49. Definitions and word usage.

- A. The following words and phrases, as used in this article, shall have the meaning ascribed to them herein, unless the context clearly indicates a different meaning:

ACT 90 — The Pennsylvania Waste Transportation Safety Act of 2002 (P.L. 596, No. 90, June 29, 2002).¹¹ **[Added 5-17-2007 by Ord. No. 2007-06]**

ACT 97 — The Pennsylvania Solid Waste Management Act of 1980 (P.L. 380, No. 97, July 7, 1980).¹²

ACT 101 — The Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 (Act 1988-101, July 28, 1988).¹³

COLLECTOR OR WASTE HAULER — Any person, firm, partnership, corporation or public agency who is engaged in the collection and/or transportation of municipal waste and/or source-separated recyclable materials.

COMMERCIAL ESTABLISHMENT — Any establishment engaged in nonmanufacturing or nonprocessing business, including but not limited to stores, markets, offices, restaurants, shopping centers and theaters.

COUNTY — The County of Bucks, Pennsylvania.¹⁴

DISPOSAL — The disposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air or is discharged to the waters of this commonwealth. "Disposal" facilities include, but are not limited to, municipal waste landfills and construction/demolition waste landfills as defined by Act 101, Act 97 and/or DER rules and regulations (e.g., 25 Pa. Code Chapters 75 and 271).

INDUSTRIAL ESTABLISHMENT — Any establishment engaged in manufacturing or production activities, including but not limited to factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

11. Editor's Note: See 27 Pa.C.S.A. § 6201 et seq.

12. Editor's Note: See 35 P.S. § 6018.101 et seq.

13. Editor's Note: See 53 P.S. § 4000.101 et seq.

14. Editor's Note: The former definition of "Department or DER," which immediately followed this definition, was repealed 5-17-2007 by Ord. No. 2007-06.

INSTITUTIONAL ESTABLISHMENT — Any establishment or facility engaged in services, including but not limited to hospitals, nursing homes, schools and universities.

LEAF WASTE — Leaves, garden residues, shrubbery and tree trimmings and similar material, but not including grass clippings.

LICENSED COLLECTOR or LICENSED WASTE HAULER — A person who has written authorization from the PADEP under Act 90 to collect, haul, transport and dispose of municipal waste. **[Amended 5-17-2007 by Ord. No. 2007-06]**

MUNICIPAL WASTE — Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities, and any sludge not meeting the definition of residual or hazardous waste under Act 97 from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include any source-separated recyclable materials.

MUNICIPALITY — The Township of Bristol, Bucks County, Pennsylvania.

PADEP — The Pennsylvania Department of Environmental Protection. **[Added 5-17-2007 by Ord. No. 2007-06]**

PERSON — Any individual, partnership, corporation, association, institution, cooperative enterprise, municipality, municipal authority, federal government or agency, state institution or agency or any other legal entity recognized by law as the subject of rights and duties. In any provisions of this article prescribing a fine, imprisonment or penalty, or any combination of the foregoing, the term "person" shall include the officers and directors of any corporation or other legal entity having offices and directors.

PROCESSING — Any technology used for the purpose of reducing the volume or bulk of municipal or residual waste or any technology used to convert part or all of such materials for off-site reuse. Processing facilities include, but are not limited to, transfer facilities, recycling facilities, composting facilities and resource recovery facilities.

RECYCLING — The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as municipal waste, or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than as fuel for the operation of energy.

SCAVENGING — The unauthorized and uncontrolled removal of any material stored or placed at a point for subsequent collection or from a processing or disposal facility.

SOURCE-SEPARATED RECYCLABLE MATERIALS — Materials, including leaf waste, that are separated from municipal waste at the point of origin or generation for the purpose of recycling.

TRANSPORTATION — The off-site removal of any municipal waste at any time after generation.

- B. For the purposes of this article, the singular shall include the plural and the masculine shall include the feminine and neuter.

§ 170-50. Designation of processing and disposal facilities; contracts.

- A. The Township of Bristol shall designate by separate resolution one or more specific processing and/or disposal facilities where all licensed collectors must, as a condition of licensing, transport and dispose all municipal waste collected within the Township of Bristol. Processing and/or disposal facilities designated by the municipality must be on the list of county-designated facilities in the Bucks County Municipal Waste Management Plan.
- B. The Township of Bristol shall have the right by separate resolution to require any licensed collector to obtain a contract with any or all processing and/or disposal facilities accepting municipal waste generated within the municipality. Said contract(s) must provide for a minimum of one year of guaranteed capacity with a contract renewal option of at least one year. Said contract(s) must be accompanied by a notarized statement of the projected annual weight and/or volume of waste or recyclable material to be disposed at the facility.

§ 170-51. Prohibited acts.

- A. It shall be unlawful for any person to collect and/or transport municipal waste from any residential, public, commercial, industrial or institutional establishment within the Township of Bristol without securing written authorization from the PADEP in accordance with the provisions of Act 90. **[Amended 4-27-2006 by Ord. No. 2006-05]**
- B. It shall be unlawful for any person to collect and/or transport municipal waste or source-separated recyclable materials from any sources within the Township of Bristol in a manner not in accordance with the provisions of this article, any applicable municipal ordinance, the Revised County Plan, Act 90, Act 101, the minimum standards and requirements established in Chapter 285 of the PADEP Municipal Waste Management Regulations, any applicable Bucks County Department of Health regulations, and/or any other federal, state, or local regulations. **[Amended 4-27-2006 by Ord. No. 2006-05]**
- C. It shall be unlawful for any person to transport any municipal waste collected from within the Township of Bristol to any processing and/or disposal facility other than those facilities designated by Bristol Township.
- D. It shall be unlawful for any person to scavenge any material from any municipal waste or source-separated recyclable materials that are stored or placed for subsequent collection within the Township of Bristol without prior approval from the municipality.

§ 170-52. Standards for collection vehicles; inspection.

- A. All collectors or waste haulers operating within the Township of Bristol must comply with the following minimum standards and regulations:

- (1) All trucks or other vehicles used for collection and transportation of municipal waste and/or source-separated recyclable materials must comply with the applicable requirements of Act 90, Act 97, Act 101, and PADEP regulations adopted pursuant to Act 97 and Act 101, including the Title 25 Pa. Code Chapter 285, Subchapter B, regulations for the collection and transportation of municipal waste. **[Amended 5-17-2007 by Ord. No. 2007-06]**
 - (2) All collection vehicles conveying municipal waste and/or source-separated recyclable materials shall be operated and maintained in a manner that will prevent creation of a nuisance or a hazard to public health, safety and welfare.
 - (3) All collection vehicles conveying putrescible municipal waste shall be watertight and suitably enclosed to prevent leakage, roadside littering, attraction of vectors and the creation of odors and other nuisances.
 - (4) All collection vehicles conveying nonputrescible municipal waste and/or source-separated recyclable materials shall be capable of being enclosed or covered to prevent litter and other nuisances.
 - (5) All collection vehicles conveying municipal waste and/or source-separated recyclable materials shall bear signs identifying the name and business address of the person or municipality which owns the vehicle and the specific type of material transported by the vehicle. All such signs shall have lettering which is at least six inches in height as required by Act 101.
- B. All collection vehicles and equipment used by licensed collectors or licensed waste haulers shall be subject to inspection by the Township of Bristol or its authorized agents at any reasonable hour without prior notification.

§ 170-53. Licensing requirements. [Amended 10-20-1992 by Ord. No. 92-17; 5-17-2007 by Ord. No. 2007-06]

- A. No person shall collect or remove any municipal waste from within Bristol Township without first obtaining written authorization from PADEP in accordance with the provisions of Act 90 and providing a copy of such written authorization to Bristol Township. This section shall not apply to private individuals (e.g., homeowners) who wish to transport their own household waste to PADEP-approved facilities or recyclables to appropriate recycling centers, nor to farmers, landscapers or nurserymen who collect, remove, haul or otherwise transport agricultural or other organic waste associated with their respective business activities.
- B. For a collector or waste hauler to collect and transport municipal waste within Bristol Township, a collector or waste hauler shall submit a registration form to Bristol Township which shall include a copy of his or her state-issued written authorization, and a copy of his or her municipal and residual waste transporter authorization application (DEP form 2500-PM-BWM0015), along with the following information:
- (1) A list of collection vehicles covered under the written authorization, including, as a minimum, the following information for each vehicle:

- (a) Identification information for each vehicle (such as vehicle license number, vehicle registration number, or company identification number);
 - (b) Date and location of most recent vehicle inspection; and
 - (c) Hauling capacity of the vehicle.
- (2) The type of municipal waste to be collected and transported.
- (3) Certificate(s) of insurance evidencing that the waste hauler or collector has valid liability, automobile and workmen's compensation insurance in the minimum amounts established and required by separate resolution of the governing body of the municipality.
- (4) If they are hauling or collecting source-separated recyclable materials in the municipality, identify the materials being hauled or collected and provide the following information for each vehicle:
- (a) Identification information for each vehicle (such as vehicle license number, vehicle registration number, or company identification number);
 - (b) Date and location of most recent vehicle inspection; and
 - (c) Hauling capacity of the vehicle.
- C. Any person who fails to satisfy the minimum standards and requirements of this article or is in violation of the provisions of this article may not lawfully collect municipal waste or source-separated material in Bristol Township.
- D. All licensed collectors and licensed waste haulers shall meet the requirements of Act 90, Act 97, Act 101, the Bucks County Municipal Waste Management Plan, and all PADEP rules and regulations (25 Pa. Code Chapter 285).

§ 170-54. Reporting requirements.

- A. All licensed collectors and licensed waste haulers and collectors and haulers of source-separated recyclable materials operating within Bristol Township shall participate in the Bucks County Municipal Recycling Documentation Program. The program will provide a system for documenting the origin of municipal waste and source-separated recyclable material by municipality and the ultimate disposal point of said waste and recyclables. Each licensed collector and licensed waste hauler and collectors and haulers of source-separated recyclable materials operating in Bristol Township shall prepare and submit an annual report to the municipality on the Official Hauler Recyclables Reporting Form. The report shall be submitted by the PADEP-licensed collector or licensed waste hauler and collectors and haulers of source-separated recyclable materials to the Bristol Township by January 31 of each year and include all of the required information pertaining to the preceding calendar year. **[Amended 5-17-2007 by Ord. No. 2007-06]**
- B. All annual reports submitted to Bristol Township from licensed collectors and licensed waste haulers and collectors and haulers of source-separated recyclable materials shall be combined into a single report and submitted by Bristol Township on the Official

Municipal Recyclables Reporting Form to Bucks County by February 28 of the year following the reporting period. [Amended 5-17-2007 by Ord. No. 2007-06]

- C. All licensed collectors and licensed waste haulers operating within the Township of Bristol shall participate in the Bucks County Municipal Waste Documentation Program. Said program shall be developed and put into operation by the county for the purpose of documenting the origin of municipal waste and source-separated recyclable material and the ultimate disposal point of said waste and recyclables. As part of the program, each licensed collector and licensed waste hauler shall prepare and submit a semiannual report to the Township of Bristol. The report for the first half of the year (January through June) shall be submitted on or before July 31 and the report for the second half of each year (July through December) shall be submitted by January 31 of the following year. At a minimum, the following information shall be included in each report:
- (1) The total weight of municipal waste and source-separated recyclable materials collected from all sources within the municipality during each month of the reporting period.
 - (2) The name of each processing and/or disposal facility used during the reporting period and the total weight of municipal waste and/or source-separated recyclable materials delivered to each facility during each month of the reporting period.
 - (3) Any other information determined to be necessary during the development and implementation of the Bucks County Municipal Waste Documentation Program.
- D. All semiannual reports submitted to the municipality from licensed collectors and licensed waste haulers shall be submitted by the municipality to the county by August 31 (covering January through June) and by February 28 of the following year (covering July through December).

§ 170-55. Violations and penalties; revocation of license. [Amended 10-20-1992 by Ord. No. 92-17; 5-17-2007 by Ord. No. 2007-06]

Any person who shall violate any provision of this article, upon conviction thereof, be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this article continues or each section of this article which shall be found to have been violated shall constitute a separate offense. For purposes of this section, the doing of any act or thing prohibited by any provision of this article, or the failure to do any act or thing as to which any provision of this article creates any affirmative duty, shall constitute a violation of this article punishable as herein stated. Licensed collectors and licensed waste haulers who shall violate any provision of this article may be reported to the PADEP by Bristol Township and may be subject to the revocation of the state authorization to transport municipal waste, as described in Act 90.¹⁵

15. Editor's Note: See 27 Pa.C.S.A. § 6201.

§ 170-56. Injunctive relief.

The Township of Bristol may petition the Bucks County Court of Common Pleas for an injunction, either mandatory or prohibitive, in order to enforce any of the provisions of this article.

§ 170-57. Higher standards to govern.

It is the intent of the Council of the Township of Bristol that this article be read in conjuncture with all other ordinances of the Township of Bristol, and in particular, Article IV of this chapter, adopted by the Council for the Township of Bristol on August 21, 1990. Should any part of this article conflict with any other ordinances or resolutions of the Township of Bristol, the most restrictive or that ordinance or resolution imposing the higher standard shall govern.

CASCADE BID SPECIFICATIONS

96 Gallon Curbside Carts – Installed Lift Bar

The specifications herein describe the minimum acceptable features and performance requirements for universal carts. All proposals shall be submitted on the form provided below. Bidders must review all specifications for compliance. By checking “No”, the bidder states that its product does not conform to the written specification and therefore takes an exception. Any exceptions should be detailed on a separate page titled “Exceptions”. If the City determines that exceptions do exist which were not identified by the bidder, then the proposal will be deemed non-responsive and the bidder disqualified. If no exceptions are taken, it will be inferred that the bidder’s product meets all specifications.

A. CORPORATE INFORMATION:

1. Manufacturer must be a wholly-owned and operated U.S. corporation.

COMPLY			
YES		NO	

2. All container and lid manufacturing must be conducted within the United States.

COMPLY			
YES		NO	

B. CONTAINER SPECIFICATIONS:

1. ANSI COMPLIANCE: The universal carts must be compatible with standard American semi-automated lifters (ANSI type B) and automated arm lifters (ANSI type G).

All carts must meet the most current requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 for “Type B/G Containers”. The bidder must submit independently certified copies of all ANSI test results with the proposal.

COMPLY			
YES		NO	

2. PROCESS: All containers shall be manufactured utilizing the injection molding process. Blow molded and rotational molded products shall be deemed unacceptable.

COMPLY			
YES		NO	

3. CAPACITY: Containers shall have a capacity of 96 gallons, excluding lid, (+/-2%).

COMPLY			
YES		NO	

State capacity in gallons _____ gallons

Bidders must include independent, certified test results in accordance with ANSI Z245.60-2008, Appendix A for “Volumetric Loading Capacity”. (The exact capacities of the cart bodies will be shown to the nearest 0.1 U.S. gallon)

4. **LOAD RATING:** Container load ratings shall comply with ANSI standard Z245.60-2008. The container must meet the ANSI maximum standard of 3.5 pounds per gallon volumetric capacity. The load rating shall be stamped into the container lid.

COMPLY			
YES		NO	

State container load rating: _____pounds

5. **MATERIAL:** Plastic resin for the cart body and lid shall be high-density polyethylene supplied by a national petrochemical producer. Low or medium-density polyethylene will be deemed unacceptable. The bidder must submit a technical data sheet from the resin producer.

COMPLY			
YES		NO	

6. **PCR CONTENT:** Carts shall be manufactured using a minimum of 20% post-consumer resin (PCR).

COMPLY			
YES		NO	

State percentage of PCR to be utilized in the manufacture of carts: _____%

7. **RECYCLABILITY:** Cart and lid must be 100% recyclable.

COMPLY			
YES		NO	

8. **RESIN ADDITIVES & UV INHIBITOR:** Resin must be enhanced with color pigment and UV inhibitor that is formulated to prevent color fading and ultraviolet damage for 10 years. Additives must be uniformly distributed throughout the container.

COMPLY			
YES		NO	

9. **COLOR:** Container color shall be ((color)). Lid color shall be ((color)).

COMPLY			
YES		NO	

10. **CART INTERIOR:** The interior surface must be smooth and free from obstructions that would cause material to become trapped.

COMPLY			
YES		NO	

11. WALL THICKNESS: The container must have a minimum wall thickness of .175” throughout the body of the container. The container must have a minimum wall thickness of .185” in critical wear areas.

COMPLY			
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

12. DIMENSIONS: The exterior dimensions of the completely assembled containers from cart bottom to top of the lid shall be as follows: 46” Height / 23” Width / 31.5” Depth.

COMPLY			
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

Please state dimensions: _____” Height / _____” Width / _____” Depth

13. ASSEMBLED WEIGHT: Assembled container shall weigh a minimum of 37 pounds.

COMPLY			
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

State assembled weight: _____pounds

14. CART STABILITY: Container shall be stable whether empty or loaded while in the upright position.

All containers must be designed to withstand winds at a minimum of 49 mph from all directions when empty. Bidder must submit certified, independent wind tunnel testing with this document.

COMPLY			
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

15. ABRASION PROTECTION: The container must be designed with an integrally molded wear ridge on the container bottom to protect the bottom from abrasion wear through. Add on pads which require attention and replacement are not acceptable.

COMPLY			
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

16. LID SHAPE: The lid shall be domed shaped and will be of one piece construction overlapping the body to prevent rain water from entering the body of the cart.

COMPLY			
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

17. LID ROTATION: The lid must open 270 degrees to rest on the rear of the container without adding stress to the container body or lid.

COMPLY			
YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

18. LID ATTACHMENT: The lid shall be attached to the container body by two (2) attachment points using two (2) internal lid pins. Lids may not be attached with metal

hinges, brackets, bolts or other means. Lids shall be pre-assembled at the factory prior to shipment.

COMPLY			
YES		NO	

19. LID HOOK: Each lid shall have an integrally molded hook on the underside for the hanging of literature and informational materials.

COMPLY			
YES		NO	

20. LIFT SYSTEM: The upper attachment point must be molded into the body of the container. Lift pockets that protrude from the front wall of the container are not acceptable.

COMPLY			
YES		NO	

21. CATCH BAR: The cart will be fitted with a freely rotating, corrosion impervious lower catch bar. This bar must be a 3/4" minimum diameter poltruded composite bar and should have a one way mounting feature. Molded in plastic catch bars, and catch bars that require push pins or screws are not acceptable.

COMPLY			
YES		NO	

22. HANDLES: All containers must be equipped with handles that are a minimum of 1" in diameter and molded as part of the container body. Handle or handle mounts that are bolted onto the container body are unacceptable.

COMPLY			
YES		NO	

23. WHEELS: Wheels shall be a minimum of 10" in diameter and shall be of a snap-lock, rust-proof design and attached without the use of pal nuts, end-caps or any extraneous parts or tools. The wheel shall have a spacer incorporated onto the hub to minimize components.

COMPLY			
YES		NO	

24. AXLE: Axle must be a minimum of .844" diameter, steel construction, plated to protect against corrosion and must be mounted through a minimum of two integrally molded journals in the cart body. Axles shall not be exposed to the internal cart body.

COMPLY			
YES		NO	

C. MARKINGS:

- 1. SERIAL NUMBER: Each container shall have a serial number hot-stamped on the front face of the container below the top rim. All serial numbers must be visible when the carts are stacked.

COMPLY			
YES		NO	

- 2. CONTAINER LOGO: The container shall be hot stamped on the two sides with the City logo.

COMPLY			
YES		NO	

- 3. CART USE INSTRUCTIONS: Instructions for the safe use and care of the container shall be molded into the lid.

COMPLY			
YES		NO	

- 4. IN-MOLD LID LABELING: ((OPTIONAL)) The outside, top of the lid must contain a permanent, full color in-molded instruction label. The image shall not fade, discolor, or disfigure, and shall not peel or wear off under normal use. The label shall carry a 10 year warranty and must be a minimum of 9.5” x 14.5”.

COMPLY			
YES		NO	

D. RFID INTEGRATION:

- 1. RFID INTEGRATION: Carts to be equipped with a UHF RFID tag that has been pre-associated at the manufacturing facility with the 7-12 digit serial number that has been hot stamped on the front of the container. The RFID tag must be installed within the cart body. The serial number must be the same number as what is used to identify the container for warranty purposes. Adhesive or sticker RFID tags will not be acceptable. To avoid interference with the container contents and materials, RFID tags placed inside the container are unacceptable.

COMPLY			
YES		NO	

- 2. RFID TAG ASSOCIATION: It is the responsibility of the container manufacturer to provide and maintain a data base for the city which includes the association information for warranty. The data base must include each container’s RFID Tag, Serial Number, Date of Manufacture, Location of Manufacture, Cart size and Cart Type. It is expected that the manufacturer will maintain this data base for the life of the contract and provide additional association information for future container purchases.

COMPLY			
YES		NO	

3. **RFID TAG SPECIFICATIONS:** The RFID tag must be passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -40°F to +149°F. The RFID tag must meet ISO/IEC 18000-6C and EPC global C1G2 protocol. The rugged RFID tag must have an inlay encapsulated in a one piece, plastic housing with an ingress protection rating of 68 certified by an A2LA Accredited Laboratory.

COMPLY			
YES		NO	

4. **RFID TAG TESTING:** The RFID tag must be tested at the manufacturing facility to ensure it is working properly prior to shipment.

COMPLY			
YES		NO	

5. **SERIAL NUMBERS:** Each container must have a serial number branded in white on the front face of its body. The final serial number shall be determined by the city and will contain 8-9 alphanumeric digits. Adhesive or sticker serial numbers are not acceptable. The serial number must be pre-associated with an ultrahigh radio frequency identification (UHF RFID) tag at the container manufacturer's facility. The bidder will maintain a file that will identify the date of manufacture by the serial number.

COMPLY			
YES		NO	

E. ASSEMBLY & DOOR TO DOOR DISTRIBUTION:

1. The successful bidder will be responsible for shipment, staging, assembling and delivering roll carts, with one cart to be distributed to each residential address in the City. The City will provide the contractor a list of street addresses no later than 3 weeks prior to the start of the assembly and delivery.

COMPLY			
YES		NO	

2. Carts may be delivered 6 days per week, Monday through Saturday.

COMPLY			
YES		NO	

3. The City will provide an electronic address database of each housing unit that will receive a cart. The addresses will be alphabetical by street name and in ascending house number. If multi-family units are to receive carts, the address list must show number of units per address. The City will provide this listing at least 3 weeks prior to the start of deliveries.

COMPLY			
YES		NO	

4. Each container must include (provided by the contractor) a plastic hanger bag that includes a preprinted brochure describing the safe care & use of the carts for residents. The bag must be hung on the hook that is molded into the underside of the lid.

COMPLY			
YES		NO	

5. Each cart’s serial number and RFID tag number must be associated during the manufacturing process. Upon delivery to the household, each cart will be assigned to an address by reading the UHF RFID tag and an electronic delivery report will be provided to the City by the Contractor. The will ensure the RFID tag is valid within the cart. Bar Coded reading of cart data is not acceptable.

COMPLY			
YES		NO	

F. EXPERIENCE:

1. MANUFACTURING EXPERIENCE: Bidder must have demonstrated container manufacturing experience in the United States a minimum of 15 years.

COMPLY			
YES		NO	

State years of experience: _____ years

2. REFERENCES: Bidder must submit a reference list of ten (10) references currently using the exact product(s) being bid. Reference shall have used products for no less than five (5) years. Failure to include references will result in immediate disqualification of bid.

COMPLY			
YES		NO	

G. WARRANTY:

1. TERMS: Bidder must warrant its refuse carts from functional failure due to defects in plastic materials or faulty workmanship or insufficient resistance to weathering while in normal use for a period of ten (10) years (120 months) from the date of shipment from the manufacturing facility to any purchaser.

COMPLY			
YES		NO	

For purposes of this warranty, “normal use” of a cart is considered to be the collection of residential solid waste in conjunction with any semi-automated or fully automated mechanical lifting device manufactured to ANSI Z245.60-2008-2008 and/or ANSI Z245.30-2008-2008.

ALL APPROVED WARRANTY CLAIMS WILL BE SHIPPED FREE OF CHARGE TO SPECIFIED LOCATION.

2. **OWNERSHIP:** If bidder is owned by another business entity, the owning entity must also accept full financial responsibility for the warranty of the bidder. If owned by another business entity, the bidder must submit with its bid, a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder should the bidder ever be in a position to not do so. Such letter will be signed by the owning entity's top officer and notarized.

COMPLY			
YES		NO	

3. **WARRANTY STATEMENT:** Bidder shall submit a copy of the exact, non-prorated warranty offered with the bid.

COMPLY			
YES		NO	

H. PRICE ADJUSTMENTS:

1. **RESIN ADJUSTMENTS:** Prices quoted in response to this bid solicitation shall be firm for the first ninety (90) days of the contract period. After ninety (90) days, prices may be subject to revision and such changes will be based on resin fluctuation during that period as published in the CMAI index for general purpose injection molded HDPE. The index published as of the bid date will be used as the baseline and the pursuant quarterly adjustments will be based on the average index for the previous quarter. Requests for price adjustments must be submitted in writing at least 15 days prior to the effective date.

COMPLY			
YES		NO	

2. **CONTRACT EXTENSIONS:** Contract extensions will be based on the mutual written agreement between the successful bidder and the City.

COMPLY			
YES		NO	

CASCADE BID SPECIFICATIONS

64 Gallon Curbside Carts – Installed Lift Bar

The specifications herein describe the minimum acceptable features and performance requirements for universal carts. All proposals shall be submitted on the form provided below. Bidders must review all specifications for compliance. By checking “No”, the bidder states that its product does not conform to the written specification and therefore takes an exception. Any exceptions should be detailed on a separate page titled “Exceptions”. If the City determines that exceptions do exist which were not identified by the bidder, then the proposal will be deemed non-responsive and the bidder disqualified. If no exceptions are taken, it will be inferred that the bidder’s product meets all specifications.

A. CORPORATE INFORMATION:

1. Manufacturer must be a wholly-owned and operated U.S. corporation.

COMPLY			
YES		NO	

2. All container and lid manufacturing must be conducted within the United States.

COMPLY			
YES		NO	

B. CONTAINER SPECIFICATIONS:

1. ANSI COMPLIANCE: The universal carts must be compatible with standard American semi-automated lifters (ANSI type B) and automated arm lifters (ANSI type G).

All carts must meet the most current requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 for “Type B/G Containers”. The bidder must submit independently certified copies of all ANSI test results with the proposal.

COMPLY			
YES		NO	

2. PROCESS: All containers shall be manufactured utilizing the injection molding process. Blow molded and rotational molded products shall be deemed unacceptable.

COMPLY			
YES		NO	

3. CAPACITY: Containers shall have a capacity of 64 gallons, excluding lid, (+/-2%).

COMPLY			
YES		NO	

State capacity in gallons _____ gallons

Bidders must include independent, certified test results in accordance with ANSI Z245.60-2008, Appendix A for “Volumetric Loading Capacity”. (The exact capacities of the cart bodies will be shown to the nearest 0.1 U.S. gallon)

4. **LOAD RATING:** Container load ratings shall comply with ANSI standard Z245.60-2008. The container must meet the ANSI maximum standard of 3.5 pounds per gallon volumetric capacity. The load rating shall be stamped into the container lid.

COMPLY			
YES		NO	

State container load rating: _____pounds

5. **MATERIAL:** Plastic resin for the cart body and lid shall be high-density polyethylene supplied by a national petrochemical producer. Low or medium-density polyethylene will be deemed unacceptable. The bidder must submit a technical data sheet from the resin producer.

COMPLY			
YES		NO	

6. **PCR CONTENT:** Carts shall be manufactured using a minimum of 20% post-consumer resin (PCR).

COMPLY			
YES		NO	

State percentage of PCR to be utilized in the manufacture of carts: _____%

7. **RECYCLABILITY:** Cart and lid must be 100% recyclable.

COMPLY			
YES		NO	

8. **RESIN ADDITIVES & UV INHIBITOR:** Resin must be enhanced with color pigment and UV inhibitor that is formulated to prevent color fading and ultraviolet damage for 10 years. Additives must be uniformly distributed throughout the container.

COMPLY			
YES		NO	

9. **COLOR:** Container color shall be ((color)). Lid color shall be ((color)).

COMPLY			
YES		NO	

10. **CART INTERIOR:** The interior surface must be smooth and free from obstructions that would cause material to become trapped.

COMPLY			
YES		NO	

11. WALL THICKNESS: The container must have a minimum wall thickness of .160” throughout the body of the container. The container must have a minimum wall thickness of .165” in critical wear areas.

COMPLY			
YES		NO	

12. DIMENSIONS: The exterior dimensions of the completely assembled containers from cart bottom to top of the lid shall be as follows: 44” Height / 22” Width / 26.5” Depth.

COMPLY			
YES		NO	

Please state dimensions: _____” Height / _____” Width / _____” Depth

13. ASSEMBLED WEIGHT: Assembled container shall weigh a minimum of 28 pounds.

COMPLY			
YES		NO	

State assembled weight: _____pounds

14. CART STABILITY: Container shall be stable whether empty or loaded while in the upright position.

All containers must be designed to withstand winds at a minimum of 40 mph from all directions when empty. Bidder must submit certified, independent wind tunnel testing with this document.

COMPLY			
YES		NO	

15. ABRASION PROTECTION: The container must be designed with an integrally molded wear ridge on the container bottom to protect the bottom from abrasion wear through. Add on pads which require attention and replacement are not acceptable.

COMPLY			
YES		NO	

16. LID SHAPE: The lid shall be domed shaped and will be of one piece construction overlapping the body to prevent rain water from entering the body of the cart.

COMPLY			
YES		NO	

17. LID ROTATION: The lid must open 270 degrees to rest on the rear of the container without adding stress to the container body or lid.

COMPLY			
YES		NO	

18. LID ATTACHMENT: The lid shall be attached to the container body by two (2) attachment points using two (2) internal lid pins. Lids may not be attached with metal

hinges, brackets, bolts or other means. Lids shall be pre-assembled at the factory prior to shipment.

COMPLY			
YES		NO	

19. LID HOOK: Each lid shall have an integrally molded hook on the underside for the hanging of literature and informational materials.

COMPLY			
YES		NO	

20. LIFT SYSTEM: The upper attachment point must be molded into the body of the container. Lift pockets that protrude from the front wall of the container are not acceptable.

COMPLY			
YES		NO	

21. CATCH BAR: The cart will be fitted with a freely rotating, corrosion impervious lower catch bar. This bar must be a 3/4" minimum diameter poltruded composite bar and should have a one way mounting feature. Molded in plastic catch bars, and catch bars that require push pins or screws are not acceptable.

COMPLY			
YES		NO	

22. HANDLES: All containers must be equipped with handles that are a minimum of 1" in diameter and molded as part of the container body. Handle or handle mounts that are bolted onto the container body are unacceptable.

COMPLY			
YES		NO	

23. WHEELS: Wheels shall be a minimum of 10" in diameter and shall be of a snap-lock, rust-proof design and attached without the use of pal nuts, end-caps or any extraneous parts or tools. The wheel shall have a spacer incorporated onto the hub to minimize components.

COMPLY			
YES		NO	

24. AXLE: Axle must be a minimum of 5/8" diameter, steel construction, plated to protect against corrosion and must be mounted through a minimum of two integrally molded journals in the cart body. Axles shall not be exposed to the internal cart body.

COMPLY			
YES		NO	

C. MARKINGS:

1. SERIAL NUMBER: Each container shall have a serial number hot-stamped on the front face of the container below the top rim. All serial numbers must be visible when the carts are stacked.

COMPLY			
YES		NO	

2. CONTAINER LOGO: The container shall be hot stamped on the two sides with the City logo.

COMPLY			
YES		NO	

3. CART USE INSTRUCTIONS: Instructions for the safe use and care of the container shall be molded into the lid.

COMPLY			
YES		NO	

4. IN-MOLD LID LABELING: ((OPTIONAL)) The outside, top of the lid must contain a permanent, full color in-molded instruction label. The image shall not fade, discolor, or disfigure, and shall not peel or wear off under normal use. The label shall carry a 10 year warranty and must be a minimum of 9.5” x 14.5”.

COMPLY			
YES		NO	

D. RFID INTEGRATION:

1. RFID INTEGRATION: Carts to be equipped with a UHF RFID tag that has been pre-associated at the manufacturing facility with the 7-12 digit serial number that has been hot stamped on the front of the container. The RFID tag must be installed within the cart body. The serial number must be the same number as what is used to identify the container for warranty purposes. Adhesive or sticker RFID tags will not be acceptable. To avoid interference with the container contents and materials, RFID tags placed inside the container are unacceptable.

COMPLY			
YES		NO	

2. RFID TAG ASSOCIATION: It is the responsibility of the container manufacturer to provide and maintain a data base for the city which includes the association information for warranty. The data base must include each container’s RFID Tag, Serial Number, Date of Manufacture, Location of Manufacture, Cart size and Cart Type. It is expected that the manufacturer will maintain this data base for the life of the contract and provide additional association information for future container purchases.

COMPLY			
YES		NO	

3. RFID TAG SPECIFICATIONS: The RFID tag must be passive UHF and have an optimal operating frequency of 860 - 960 MHz and have an operating temperature of -

40°F to +149°F. The RFID tag must meet ISO/IEC 18000-6C and EPC global C1G2 protocol. The rugged RFID tag must have an inlay encapsulated in a one piece, plastic housing with an ingress protection rating of 68 certified by an A2LA Accredited Laboratory.

COMPLY			
YES		NO	

- RFID TAG TESTING: The RFID tag must be tested at the manufacturing facility to ensure it is working properly prior to shipment.

COMPLY			
YES		NO	

- SERIAL NUMBERS: Each container must have a serial number branded in white on the front face of its body. The final serial number shall be determined by the city and will contain 8-9 alphanumeric digits. Adhesive or sticker serial numbers are not acceptable. The serial number must be pre-associated with an ultrahigh radio frequency identification (UHF RFID) tag at the container manufacturer’s facility. The bidder will maintain a file that will identify the date of manufacture by the serial number.

COMPLY			
YES		NO	

E. ASSEMBLY & DOOR TO DOOR DISTRIBUTION:

- The successful bidder will be responsible for shipment, staging, assembling and delivering roll carts, with one cart to be distributed to each residential address in the City. The City will provide the contractor a list of street addresses no later than 3 weeks prior to the start of the assembly and delivery.

COMPLY			
YES		NO	

- Carts may be delivered 6 days per week, Monday through Saturday.

COMPLY			
YES		NO	

- The City will provide an electronic address database of each housing unit that will receive a cart. The addresses will be alphabetical by street name and in ascending house number. If multi-family units are to receive carts, the address list must show number of units per address. The City will provide this listing at least 3 weeks prior to the start of deliveries.

COMPLY			
YES		NO	

- Each container must include (provided by the contractor) a plastic hanger bag that includes a preprinted brochure describing the safe care & use of the carts for residents. The bag must be hung on the hook that is molded into the underside of the lid.

COMPLY			
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YES		NO	
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- Each cart's serial number and RFID tag number must be associated during the manufacturing process. Upon delivery to the household, each cart will be assigned to an address by reading the UHF RFID tag and an electronic delivery report will be provided to the City by the Contractor. The will ensure the RFID tag is valid within the cart. Bar Coded reading of cart data is not acceptable.

COMPLY			
YES		NO	

F. EXPERIENCE:

- MANUFACTURING EXPERIENCE:** Bidder must have demonstrated container manufacturing experience in the United States a minimum of 15 years.

COMPLY			
YES		NO	

State years of experience: _____years

- REFERENCES:** Bidder must submit a reference list of ten (10) references currently using the exact product(s) being bid. Reference shall have used products for no less than five (5) years. Failure to include references will result in immediate disqualification of bid.

COMPLY			
YES		NO	

G. WARRANTY:

- TERMS:** Bidder must warrant its refuse carts from functional failure due to defects in plastic materials or faulty workmanship or insufficient resistance to weathering while in normal use for a period of ten (10) years (120 months) from the date of shipment from the manufacturing facility to any purchaser.

COMPLY			
YES		NO	

For purposes of this warranty, "normal use" of a cart is considered to be the collection of residential solid waste in conjunction with any semi-automated or fully automated mechanical lifting device manufactured to ANSI Z245.60-2008-2008 and/or ANSI Z245.30-2008-2008.

ALL APPROVED WARRANTY CLAIMS WILL BE SHIPPED FREE OF CHARGE TO SPECIFIED LOCATION.

- OWNERSHIP:** If bidder is owned by another business entity, the owning entity must also accept full financial responsibility for the warranty of the bidder. If owned by another business entity, the bidder must submit with its bid, a letter from the owning

entity which clearly states its obligation and commitment to honor the warranty of the bidder should the bidder ever be in a position to not do so. Such letter will be signed by the owning entity's top officer and notarized.

COMPLY			
YES		NO	

3. **WARRANTY STATEMENT:** Bidder shall submit a copy of the exact, non-prorated warranty offered with the bid.

COMPLY			
YES		NO	

H. PRICE ADJUSTMENTS:

1. **RESIN ADJUSTMENTS:** Prices quoted in response to this bid solicitation shall be firm for the first ninety (90) days of the contract period. After ninety (90) days, prices may be subject to revision and such changes will be based on resin fluctuation during that period as published in the CMAI index for general purpose injection molded HDPE. The index published as of the bid date will be used as the baseline and the pursuant quarterly adjustments will be based on the average index for the previous quarter. Requests for price adjustments must be submitted in writing at least 15 days prior to the effective date.

COMPLY			
YES		NO	

2. **CONTRACT EXTENSIONS:** Contract extensions will be based on the mutual written agreement between the successful bidder and the City.

COMPLY			
YES		NO	